



MERCURY MARINE

A BRUNSWICK COMPANY

EMPLOYEE PERSONNEL RECORD

187926

Cik. No. 2604
Plt. No. 15
Name BUCK, JOSEPH E. Start Date 9-24-12 Sr. Date 9-24-12
Address 238 E. SCOTT ST. FDL Phone (715) 817-4680
Soc. Sec. No. 397-72-2178 Birth Date 9-20-58
Marital Status: Single ☒ Married ☐ Divorced ☐ Widowed ☐ Dependents ☐
Spouse's Name _____
Notify in Emergency LAUDY BUCK Address _____ (715) _____
Ph. No. 590-1870
Highest Level of Education Attained: BROTHER 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16
Specify _____

WORK EXPERIENCE

Place _____ Date _____

OCCUPATIONAL RECORD

Date	Job Title	Dept.	Shift	Rate	Remarks
9-24-12	SUP. TECH - DIRECT	530	2ND 00	10.60	NEW HIRE
11-12-12	ST-D	530	1ST 00	10.60	SHIFT CHG.
12-23-12	ST-D	530	1ST 00	11.15	LEVEL 14
1-21-13	Mach Tech	530	3rd 00	14.48	JB 193
7-22-13	"	"	"	15.00	Lvl 8
10-14-13	Mach Tech	530	3rd	15.53	Lvl 9
3-24-14	Mach Tech	530	3rd	16.05	Lvl 10
8-25-14	Terminated				



Dear Joseph Buck Jr

I am pleased to extend an offer of employment to you to join the Mercury Marine Team as a Supplemental Technician, at a non-exempt, base salary of \$10.60 hourly, paid on a weekly basis. Your initial assignment will be Machining - 3rd shift.

After ninety (90) days, you will become an IAM (International Association of Machinists) member but will not have seniority rights and will not be covered under any provisions of the contract.

On the first of the month following sixty (60) days of employment, you will be eligible for medical insurance, including prescription drug benefits. Additionally, you will be eligible for holiday pay and five (5) days of vacation after completing one (1) year of service.

This offer of employment is conditioned upon the employer's receipt of a pre-employment background screening investigation that is acceptable to the employer at the employer's sole discretion. It is also contingent upon your successful completion of a drug urinalysis, along with completion of a Work Steps Evaluation.

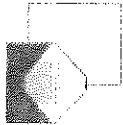
Feel free to call me to discuss any questions you may have at (920) 929-5732.

Regards,

Employee Relations Representative

I accept employment based on the above extended offer.

Joseph Buck 9-6-12
Name Date



J. Buck
James Gardiner to Al Morin
Cc: Justin Bader

11/24/2014 04:25 PM

Al,

Per your request, I have reviewed through all the details again regarding the termination of Joe Buck for an attendance policy violation. As a result of that review, I am not willing to consider a last chance agreement. The termination was justified and appropriate. See below for some additional justification to support my decision.

1. Short term employee (DOH: September 2012) with attendance issues in both years while employed. Issued a disciplinary attendance letter in 2013 as well as 2014.
2. Throughout the fact finding, termination and grievance process the employee's story has changed. He is not consistent in his explanation.
3. One specific day in question on his record was for 5/28, the shift beginning on the evening of 5/27. The employee was not seen by a doctor until the 29th of May. The company will not accept a backdated note to excuse an absence. If he would have seen the doctor on 5/28 - the company may have considered that absence a DMA.
4. Later in the year, the employee exhausted all his DMA days anyway. He did not have any remaining.
5. Working O/T does not excuse a poor attendance record. Many employees work overtime and the vast majority are not in disciplinary trouble for attendance.
6. The supervisor's account is consistent. The employee was not authorized to be late. He left a voicemail with his supervisor saying he was late.

Regards,
James Gardiner
Director of Human Resources
Mercury Marine
james.gardiner@mercmarine.com
920-924-1836
660 South Hickory Street
Fond du Lac, WI 54935

Emp #	Payroll Date	Name	Okay	Department	On Time	Off Time	Reg Hr	OT Hr	DT Hr	Ab. Hr	Code	Ad Shift	Sch.	Crew	Note
2604	02/17/2014 Mon	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:00	ILL	0	301	34	5.5
2604	02/19/2014 Wed	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:00	ILL	0	301	34	6.5
2604	03/08/2014 Sat	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	6:00	UA	0	361	34	No Call No Show - TDS
2604	03/27/2014 Thu	Joseph Buck	<input checked="" type="checkbox"/>	15-519	03/27/2014.02:45	03/27/2014.07:30	4:30 hrs	0:00 hrs	0:00 hrs		LT (W)	301	301	34	Called going to be late. AZ
2604	05/03/2014 Sat	Joseph Buck	<input checked="" type="checkbox"/>	15-519	05/03/2014.06:46	05/03/2014.12:00	0:00 hrs	5:00 hrs	0:00 hrs		LT (W)	161	161	34	Late. Dome light was left on in his car. AZ 1.5
2604	05/19/2014 Mon	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:00	UA	0	301	34	Called in TAD - TDS
2604	05/22/2014 Thu	Joseph Buck	<input checked="" type="checkbox"/>	15-519	05/22/2014.02:49	05/22/2014.07:00	0:00 hrs	0:00 hrs	0:00 hrs		LT (W)	301	301	34	Called in LT - TDS
2604	05/28/2014 Wed	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:00	UA	0	301	34	Call in for personal issue - TDS
2604	06/16/2014 Mon	Joseph Buck	<input checked="" type="checkbox"/>	15-519	06/16/2014.02:52	06/16/2014.07:30	4:30 hrs	0:00 hrs	0:00 hrs		LT (W)	301	301	34	LT called in - TDS
2604	06/30/2014 Mon	Joseph Buck	<input checked="" type="checkbox"/>	15-519	06/30/2014.02:55	06/30/2014.07:30	4:30 hrs	0:00 hrs	0:00 hrs		LT (W)	301	301	34	Called in LT - TDS
2604	07/15/2014 Tue	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:30	DMA	0	313	34	Called in Sick - TDS
2604	07/16/2014 Wed	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:30	DMA	0	313	34	Called in Sick - TDS
2604	07/17/2014 Thu	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:30	DMA	0	313	34	Called in Sick - TDS
2604	08/07/2014 Thu	Joseph Buck	<input checked="" type="checkbox"/>	15-519	08/06/2014.23:00	08/07/2014.07:30	8:18 hrs	0:00 hrs	0:00 hrs		(W)LL	313	313	34	Punched out and back in during break, forgot personal items in vehicle -
2604	08/18/2014 Mon	Joseph Buck	<input checked="" type="checkbox"/>	15-519	08/18/2014.02:55	08/18/2014.11:00	8:00 hrs	0:00 hrs	0:00 hrs		LT (W)	313	313	34	Sum up for lap - loc 8.0
2604	08/20/2014 Wed	Joseph Buck	<input checked="" type="checkbox"/>	15-519	08/19/2014.23:00	08/20/2014.02:30	3:30 hrs	0:00 hrs	0:00 hrs		(W)LE (Z)	313	313	34	Will be medical - sd
2604	08/21/2014 Thu	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:30	NAB	0	313	34	Will be medical - sd
2604	08/22/2014 Fri	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:00	NAB	0	301	34	Medical - sd
2604	08/25/2014 Mon	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:30	NAB	0	313	34	Medical - sd

2014 - 193.50 DT = 32.00 hrs
34.50 DT

DMA - 386 DT
300 DT

8 people in cruise with OT
400 = 315
58 in cruise with OT

→ worked OT - Reprogram

Emp #	Payroll Date	Name	Okay	Department	On Time	Off Time	Reg Hr	OT Hr	DT Hr	Ab. Hr	Code	Ad Shift	Sch.	Crew	Note
2604	01/22/2013 Tue	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:00	NAB	0	101	33	
2604	01/23/2013 Wed	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:00	NAB	0	101	33	
2604	05/22/2013 Wed	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:00	ILL	0	301	34	Called in Sick - TDS
2604	05/23/2013 Thu	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:00	DMA	0	301	34	Called in Sick - TDS
2604	05/24/2013 Fri	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:00	DMA	0	301	34	Called in Sick - TDS
2604	06/10/2013 Mon	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:00	ILL	0	301	34	Called in Sick
2604	06/14/2013 Fri	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:00	AAADMA	0	301	34	Family Med. Emergency
2604	06/19/2013 Wed	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:00	ILL	0	301	34	Called in Sick - TDS
2604	07/09/2013 Tue	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:00	ILL	0	301	34	Called in Sick - TDS
2604	10/04/2013 Fri	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:00	DMA	0	301	34	Called in Sick - TDS
2604	11/01/2013 Fri	Joseph Buck	<input checked="" type="checkbox"/>	15-519			0:00 hrs	0:00 hrs	0:00 hrs	8:00	UA	0	301	34	Call in Sick - TDS

2013-179 DT
89 DT

705

Share - voice mail - saying he was coming in late.

Supervisor - is consistent. ETC's ship changed throughout the process

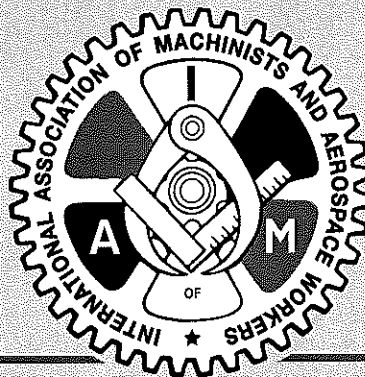
AGREEMENT

by and between



and

LODGE #1947



**INTERNATIONAL ASSOCIATION
OF MACHINISTS**

August 30, 2009 - August 27, 2016

TABLE OF CONTENTS

<u>SECTION</u>	<u>ARTICLE</u>	<u>PAGE</u>
AGREEMENT		1
RECOGNITION.....	I	2
BARGAINING UNIT WORK.....	II	2
DISCRIMINATION	III	4
MANAGEMENT CLAUSE	IV	4
HOURS OF WORK.....	V	7
OVERTIME.....	VI	13
HOLIDAYS	VII	21
VACATIONS.....	VIII	23
SENIORITY	IX	25
PLANTS & DEPARTMENTS.....	X	29
LAYOFFS & RECALLS	XI	30
JOB BIDDING PROCEDURE	XII	36
LEAVES OF ABSENCE	XIII	41
UNION REPRESENTATION.....	XIV	42
GRIEVANCE PROCEDURE.....	XV	44
ARBITRATION.....	XVI	47
STRIKE AND LOCKOUT	XVII	48
PICKET LINES	XVIII	50
WAGES	XIX	50
SUPPLEMENTAL PAY	XX	54
GROUP HEALTH BENEFITS.....	XXI	56
RETIREMENT PLAN.....	XXII	58
CHECKOFF & UNION SECURITY.....	XXIII	61
SAFETY	XXIV	63
MISCELLANEOUS.....	XXV	64
DURATION OF AGREEMENT	XXVI	71

SUPPLEMENTAL WORKERFORCE.....XXVII	72
APPENDIX A – DIRECT WAGE SCHEDULES	73
APPENDIX B – INDIRECT WAGE SCHEDULES	76
APPENDIX C – WORK EXPECTATIONS	84
LETTER OF UNDERSTANDING	
OPERATOR FLEXIBILITY	86
APPRENTICESHIP STANDARDS	87
RETIREMENT INCENTIVES	100
BARGAINING UNIT EMPLOYMENT	102

**AGREEMENT
BY AND BETWEEN
MERCURY MARINE
(A BRUNSWICK COMPANY)
AND
LODGE NO. 1947
INTERNATIONAL ASSOCIATION OF
MACHINISTS
AUGUST 30, 2009 - AUGUST 27, 2016**

AGREEMENT

This Agreement is made by and between the Mercury Marine Division of Brunswick Corporation on behalf of its plants located in the City and Town of Fond du Lac and Oshkosh, Wisconsin, herein called the "Company" and District #10, Lodge No. 1947 of the International Association of Machinists and Aerospace Workers, AFL-CIO, herein called the "Union".

Whereas, it is the general purpose of this Agreement to assure the continuous, harmonious, economic and profitable operation of the Company, thereby enabling the employees and the Company to enjoy, so far as economic conditions may permit, security, and continuity of employment by prevention of strikes, slowdowns, lockouts, and other disturbances which interfere with production, and further to set forth a basic Agreement covering wage policies, general hours of work and other conditions of employment to be observed by the parties, hereto;

Now, therefore, in consideration of the promises and the mutual agreements hereinafter stated, the parties agree that the following conditions of employment will govern the employment of those individuals employed in these plants and covered by this Agreement.

ARTICLE I, RECOGNITION

1.1 The Company recognizes the Union as the sole and exclusive Collective Bargaining Agent for all production and maintenance employees, including all classifications in the Production Departments, the Production Tool Room, the Machine Shop, the Testing Department, the Maintenance Department, Die Cast Facility, Lost Foam, Floor Inspectors, Final Inspectors, and Salvage Inspectors in the Inspection Department, Lead Persons, Mechanic Specialists, Cycle Counters, Distribution Facility, Shipping and Receiving Department, Investment Castings Facility, and all other production and maintenance departments which may be added to the Collective Bargaining Unit in the future covered by this Agreement, (but excluding all executives, office and clerical employees, laboratory employees, professional employees, sales representatives, product development and testing personnel, layout inspectors, paint inspectors, final line inspectors, watchpersons, guards, and supervisory employees as defined in the Labor-Management Relations Act).

1.2 The Bargaining Unit above described includes, among others, all employees engaged in die casting, mold casting, turning, boring, fitting, filing, planing, shaping, babbiting, chipping, sawing, and the making, assembling, erecting, and repairing of all machinery of all descriptions and parts thereof performed within the employer's plant by the employer and shall be performed by employees within the Bargaining Unit as set forth herein, provided the employees are capable and competent to perform the work required to be performed, in an efficient manner. The Bargaining Unit may also include local truck drivers.

ARTICLE II, BARGAINING UNIT WORK

2.1 The Company will not do work covered by this Agreement except of an incidental nature (30 minutes or less) per occurrence. The company agrees that exceptions recognized by this provision will not be abused. The company will also engage in work covered by this Agreement for instructive purposes or experimental work with the following guidelines: (Instructive purposes shall include management

trainees not to exceed five (5) employees in any one plant, at any one time, for a period not to exceed three (3) months unless extended by mutual agreement.) The employees instructing shall be paid the individual's man rate for direct employees or their indirect pay rate, whichever is applicable, during the period of instruction. Experimental work, if deemed necessary by the Company, may be performed by technicians or laboratory employees anywhere in the plants. It is also understood that no management trainees will be assigned to overtime work unless the whole department is working.

2.2 The Company and the Union agree that this Article defines solely the Collective Bargaining Unit in which both parties have and will bargain collectively in good faith on matters affecting wages, hours of work, working conditions, conditions of employment, rates of pay and all other terms and conditions of employment for all employees, subject to the conditions and provisions set forth in this Agreement, to promote continuous and harmonious relations.

2.3 In the event that during the term of this Agreement the Company should open or reestablish a new Division or Plant in Fond du Lac Winnebago and Ozaukee Counties, Wisconsin, for the manufacture of a new or expanded product, the Company will recognize the Union as the exclusive bargaining agency for the Bargaining Unit as described above, with the exclusions therein noted, that would be embraced in said new Plant or Division. Said new Plant or Division shall establish separate seniority from any existing Plant or Division. The seniority status of the employees of any such new Division or Plant shall be established and controlled in the manner set forth in the seniority article of this Agreement.

2.4 The Company will establish a Labor-Management Committee for the purposes of attempting to resolve problems of mutual interest. The purpose and intent of this Company Level Committee is to provide a vehicle through which the representatives of Management and Labor can mutually work together to improve the effectiveness and the profitability of the Company. The Committee will formally meet quarterly, and at other

times as required, and will address items/topics such as: increasing productivity, problem resolution without resort to the grievance procedure, state of the business, employee communication, Company competitiveness and any other topic of mutual interest that will benefit the business and/or affect the Union membership.

2.5 In the event that operational requirements or needs occur which require an amendment or modification during the course of this Agreement, the Company will notify the Union bargaining committee of its desire to modify the existing Labor Agreement. Negotiations will then be held between the parties to determine the effect such modifications will have on employees.

Any changes or modifications resulting from these negotiations must be mutually agreed upon before the Company can implement such modification

ARTICLE III, DISCRIMINATION

3.1 The Company will not interfere with, restrain, or coerce the employees covered by this Agreement because of membership in, or activity on behalf of the Union. The Company will not discriminate in respect to hire, tenure of employment or any term or condition of employment, against any employee covered by this Agreement because of membership in, or activity on behalf of the Union, nor will it discourage membership in the Union, or attempt to encourage membership in another Union.

3.2 No employee shall engage in any Union activity on Company time except for the processing of grievances and Collective Bargaining negotiations, and then only after the employee has complied with the procedure set up in Article 14.4 hereof.

3.3 The Company and the Union agree to prohibit discrimination because of race, color, religion, sex, age, national origin, disability or veteran status.

ARTICLE IV, MANAGEMENT CLAUSE

4.1 It is expressly agreed that all rights which ordinarily vest in and are exercised by employers such as Mercury, except such as are clearly relinquished

herein by Mercury, are reserved to and shall continue to vest in Mercury. This shall include, this enumeration being merely by way of illustration and not by way of limitation, the right to: 1.) Manage the plant and direct the working forces, including the right to hire and to suspend, discipline or discharge employees for proper cause. 2.) Transfer employees from one department and/or classification to another. 3.) Lay off or relieve employees from duty because of lack of work or for other legitimate reasons. 4.) Promote and/or transfer employees to positions and classifications not covered by this Agreement, it being understood employees in the bargaining unit cannot be forced to take a position outside the bargaining unit. 5.) Make such operating changes as are deemed necessary by it for the efficient and economical operation of the plant, including the right to change the normal work-week, the length of the normal workday, the hours of work, the beginning and ending time of each shift or assignment, and the number of shifts to be operated. 6.) Transfer persons from positions and classifications not covered by this Agreement to positions and/or classifications covered hereby. 7.) Maintain discipline and efficiency. 8.) Determine the type of products to be manufactured, the location of work within the plant, the schedules of production, the schedules of work within work periods, and the methods, processes, and means of manufacture and the conduct of other plant operations.

4.2 The Company believes its employees are its number one resource. The Union and the Company intend to work together to preserve work and jobs in the Fond du Lac complex wherever possible. To that end, therefore, whenever the Company is contemplating the in-sourcing or subcontracting of direct and/or indirect work performed by production or maintenance employees identified in Article I, Recognition, it will notify and meet with the Union Bargaining Committee in advance of any commitment to in-source or subcontract work to discuss possible ways to continue the work being done by bargaining unit employees. Key elements in such decisions include assuring the Fond du Lac manufacturing complex is quality and cost competitive along with the Company's and employees'

well-being as they relate to safety and environmental issues.

4.3 Non-Competitive Situations

If components currently manufactured, or other manufacturing operations in Fond du Lac are not competitive with respect to cost and/or quality, the Company is obligated, in the best interests of the business and its employees, to explore all alternatives to assure our products are competitive ... or ... risk losing further market share and business AND result in further loss of jobs. Among alternatives that are always considered are:

1. Evaluating needed improvements in our operations
2. Process improvements
3. People performance improvements
4. Design improvements
5. Investments required
6. Evaluating outside sources for the same components or operations or services
7. Substituting other products or materials
8. Discontinuing the Company's participation in that product category or market segment all together

Where the Company confirms it is non-competitive in a specific area, it will convey the detailed information about our competitive status to all employees associated with that component or operation and to the Union Bargaining Committee, setting forth the degree to which we are noncompetitive and establishing the targeted performance needed to be competitive.

4.4 In the event work presently performed by bargaining unit people in the plants covered by the Labor Agreement between Mercury Marine and Local 1947 I.A.M. is subcontracted or relocated during the effective term of this Agreement, the Union and the Company will meet and discuss the impact of the relocation or subcontracting on the employees affected and their placement in the plants and departments set out in Article X of the Labor Contract.

ARTICLE V, HOURS OF WORK

5.1 The normal daily work schedule shall consist of eight (8) consecutive hours, exclusive of lunch period. The normal weekly work schedule shall be five (5) consecutive days, Monday through Friday, inclusive. However, nothing herein shall be construed as a guarantee of any minimum number of hours work, or as a limitation on the number of hours worked except as provided for in Article 20.3 of the Agreement.

5.2 Sunday night starting time for all third shift operations.

5.3 The daily work schedule by shifts shall be as follows:

1. First Shift - 7:00 A.M. to 3:30 P.M. with an unpaid lunch period from 12:00 Noon to 12:30 P.M.
2. Second Shift - 3:30 P.M. to 12:00 Midnight with an unpaid lunch period from 8:00 P.M. to 8:30 P.M.
3. Third Shift - 11:00 P.M. to 7:00 A.M. with a paid eighteen (18) minute lunch period at the approximate midpoint of the shift.

5.3A The Company may change the schedule of unpaid lunch periods to meet production or maintenance needs. Specifically the Company may move the lunch period within a window starting one hour earlier and ending one hour later than the scheduled lunch period. The Company will notify the Union and affected employees as soon as possible of the change

5.4 In the event the Company, in its discretion, schedules a three-shift continuous and uninterrupted production machine operation in any department or division thereof, the work schedule for same shall be as follows:

1. First Shift - 7:00 A.M. to 3:00 P.M. with a paid eighteen (18) minute lunch period.
2. Second Shift - 3:00 P.M. to 11:00 P.M. with a paid eighteen (18) minute lunch period.
3. Third Shift - 11:00 P.M. to 7:00 A.M. with

a paid eighteen (18) minute lunch period.

It is understood that the Company may stagger the paid lunch period during the middle of each respective shift in order to ensure uninterrupted continuous operation.

5.5 The company reserves the right to establish or eliminate shift patterns and paid and unpaid lunch periods as necessary to meet business requirements. All existing or new shifts shall apply the existing contractual rules for overtime unless otherwise noted.

5.5A If an employee is transferred to a different operation, they will receive the respective paid / unpaid lunch period for that operation.

5.5B If an employee is assigned to work during an eating period, he or she will be assigned another eating period immediately before or after the normal eating period.

5.6 The Company will not change the schedule of the shifts now being worked without prior notice to the Union. If the Union objects to such change, the grievance procedure set forth herein shall be utilized.

5.7 For purposes of this Agreement, in any instance where a second or third shift extends into Saturday, Sunday or paid holiday, such shift shall be considered a part of the day on which the corresponding first shift began. For purposes of this Agreement, the third shift commencing on Saturday, Sunday or a paid holiday shall be considered a part of the day on which such shift ends.

5.8 Wash-Up Periods

Employees shall be permitted to stop work on Company time five (5) minutes before the eating period and five (5) minutes before the end of each shift to wash up.

5.9 The Company may institute a 5th and/or 6th shift of work on a plant by plant basis. The 5th & 6th shifts to consist of three (3) days, Friday, Saturday and Sunday or Saturday, Sunday and Monday of twelve (12) hours per day, (Maintenance Department employees will work a 12 ½ hour day with a ½ hour unpaid lunch) for a total work week of thirty-six (36) hours, with pay

for forty (40) hours. Hourly rate to be 40 hours/week (Contract rate divided by 36 to make a 36 hour/week rate).

Openings on alternate shifts may be filled by the job bidding procedure or employees will be placed on the shift in inverse seniority order or with Supplemental workers.

In the event that there is a discontinuance of a 5th or 6th shift, then employees who had previously held seniority within the plant will be returned to their bid shift and classification (seniority permitting). Employees who had not established seniority in that plant will be placed on any available opening.

Overtime shall be paid as follows:

1. Time and one-half shall be paid for all hours worked in excess of twelve (12) hours in one day or thirty-six (36) hours in one seven day work week.
2. Double time shall be paid for hours worked in excess of forty-eight (48) hours in one seven day work week.

Holiday pay will be in accordance with the provisions of Article VII, Holidays, except as follows:

1. If the holiday falls on one of the 12-hour workdays, the day will be observed as a holiday, and employees assigned to that shift will receive twelve (12) hours of holiday pay.
2. If the holiday falls on a non-work day, employees assigned to that shift will receive eight (8) hours of pay for that day, and will not be eligible for any additional time off work.

Vacations for employees bidding to the 5th and 6th Shift shall be in accord with Article VIII, Vacations. Each week of vacation will consist of three work days which may be taken one day at a time provided prior supervisory approval is given. It should be noted that for purposes of 5th & 6th shift employees ½ day vacation is equivalent to 6 hours.

Employees required to perform jury service shall be compensated for time lost from their 5th and 6th Shift as outlined in Article XX, 20.2.

Employees absent from work pursuant to the provisions of Article XX, 20.1 Funeral Pay shall be made whole for up to 24 hours.

5.10 In the event that operational requirements or needs occur which require the Company to operate an area, department or plant on a continuous basis or with nontraditional shifts, then the Company will notify the Union bargaining committee. Discussions will then be held between the parties to determine the effect such modifications will have on employees.

The Company may at its discretion establish a two-shift pattern of 10-hour shifts (designated as 7th shift and 8th shift)

Openings on alternate shifts may be filled by the job bidding procedure or employees will be placed on the shift in inverse seniority order or with Supplemental workers.

5.10A If a discontinuance of a 7th or 8th shift occurs then employees who had previously held seniority within the plant will be returned to their bid shift and classification (seniority permitting). Employees who had not established seniority in that plant will be placed on any available opening.

5.10B Overtime shall be paid as follows:

1. Time and one-half shall be paid for work in excess of forty (40) hours in one work week.
2. Double time shall be paid for all hours worked on Sunday, for all hours worked in excess of fifty (50) hours in one week.

5.10C Holiday pay will be in accordance with the provisions of Article VII, Holidays, except as follows:

1. If the holiday falls on one of the 10-hour workdays, the day will be observed as a holiday, and employees assigned to that shift will receive ten (10) hours of holiday pay.

2. If the holiday falls on a non-work day, employees assigned to that shift will receive eight (8) hours of pay for that day, and will not be eligible for any additional time off work.

5.10D Vacations for employees bidding to the 7th or 8th shift shall be in accord with Article VIII, Vacations. Employees shall be eligible for vacation on an hour-for-hour basis, the same as if they were assigned to an eight (8) hour shift.

5.10E Employees required to perform jury service (jury duty or jury examination) shall be compensated for time lost from their 7th or 8th shift as outlined in Article XX, 20.2, Supplemental Pay.

5.10F Employees absent from work pursuant to the provisions of Article XX, 20.1, Supplemental Pay, shall be made whole for a total not to exceed 24 hours of pay for funeral pay.

5.11 In the event that operational requirements or needs occur which require the Company to operate an area, department or plant on a continuous basis or with nontraditional shifts, then the Company will notify the Union bargaining committee. Discussions will then be held between the parties to determine the effect such modifications will have on employees.

5.12 Employees are expected to be at work every day that they are scheduled for work, including accepted or scheduled overtime. When an employee fails to work agreed upon overtime as defined in this section, such time shall be treated as an unexcused absence as defined in section 5.12.4, unless the employee notifies the Company during the first three (3) hours of the shift before the required overtime that they cannot work the agreed to overtime. If the overtime is scheduled to be worked immediately prior to an employee's shift, the employee must notify the Company that they cannot work the agreed upon overtime no later than three (3) hours prior to the end of the previous shift.

1. The attendance policy will track absences

on a calendar year basis. (January 1 – December 31).

2. The following defined absences with proper documentation will not count against an employee: Worker's Compensation, jury duty, vacation, approved funeral leave, approved personal leave, approved FMLA, layoff, paid holidays, Union business, time approved by a supervisor for lack of work, military leaves, absences approved by the HR department, government entity mandate – where the employee's behavior did not cause the mandate, approved Medical Leave of Absence and disciplinary suspensions.
3. Employees will receive a final written warning/along with joint counseling by the employee's supervisor, a Human Resources representative and the plant union chairman or his/her designee after receiving the equivalent of six (6) absences. Employees who miss the equivalent of eight (8) full absences, except for those absences defined in 5.12.4D will be terminated.
4. Absences will be assessed as follows:
 - A. Any absence greater than four (4) hours will count as a full day absence.
 - B. Any absence greater than thirty-minutes but four (4) hours or less will be assessed as a half-day absence.
 - C. Any tardy of thirty (30) minutes or less will be assessed one quarter (1/4) of an absence.
 - D. Employees will be permitted to be absent without penalty on three (3) full-days or six (6) half-day occasions provided they submit a valid physician slip to Human Resources upon their return to work.

ARTICLE VI, OVERTIME

6.1 Overtime Premium

6.1A Time and one-half shall be paid in each or any of the following instances and each instance shall not be dependent upon any other instance:

1. All work performed in excess of forty (40) hours (for which overtime has not previously been earned) in any week.
2. Hours that will make up a forty (40) hour work week for purposes of calculating overtime will be as follows; at work hours, holidays, vacation hours, funeral leave, jury duty hours, lack of work/no work hours, and union business.

6.1B Double time shall be paid in any or each of the following instances and each instance shall not be dependent upon any other instance:

1. All work performed on Sunday.
2. All work performed in excess of twelve (12) consecutive hours worked, exclusive of lunch periods.
3. All work performed on any of the holidays designated in Article VII, Holidays, Section 7.1.
4. 5th and 6th shift overtime provisions are included in Article V, Hours of Work, Section 5.9.
5. 7th & 8th shift overtime provisions are included in Article V, Hours of Work, Section 5.10B.

6.2 Scheduled Overtime

6.2A Overtime will be voluntary in the classification within the department, and if enough volunteers are not secured, then it will be forced from the least senior job owner with skill and ability. The Company will notify the employees of daily (overtime which occurs concurrently with a regular scheduled shift)

overtime, at least 3 hours prior to the end of the shift. The company will notify the employees of weekend overtime before the lunch period of the Thursday shift. The company has the right to cancel overtime at anytime. Employees on alternate shifts will be notified 48 hours in advance for non-scheduled days.

6.2B Daily scheduled overtime

1. Weekday overtime will be limited to Monday through Thursday.
2. Weekday overtime will not exceed two (2) hours per day per employee.
3. Weekday overtime will not exceed sixteen (16) hours in a calendar month per employee.
4. Voluntary overtime hours worked will count towards this maximum.
5. Overtime will not be scheduled (other than voluntary) on the day before or the day after a holiday(s).
6. Any employee assigned to any designated job during the major portion of his or her regular shift on which it becomes necessary to work overtime, will be afforded the opportunity to do this job on overtime hours, the same as he or she would have done had it been during regular working hours (with the exception of when traditional shifts weekend overtime is scheduled and the overlapping of traditional and non-traditional shifts occurs)
7. When an employee is temporarily assigned to work in a seniority department other than their department, they must work greater than 50% of the day, to be eligible to work the offered overtime in that department. In the event the overtime is offered on the day the employee is scheduled to be on vacation and the employee is scheduled to work the following day, the employee will be offered the overtime. However,

there may be conditional overtime offered to the employee working on the day the overtime is offered.

6.2C Saturday scheduled overtime

1. Saturday scheduled overtime will not exceed a six hour shift.
2. Saturday overtime will be limited to twelve (12) occurrences per employee per year. Up to six (6) voluntary Saturdays worked will count towards this maximum.
3. Saturday overtime will not be scheduled for more than two (2) consecutive Saturdays per employee unless voluntary.
4. No scheduled overtime will be scheduled on Sundays.
5. Overtime will not be scheduled (other than voluntary) on the Saturday before or the Saturday after a full week(s) of vacation.

6.2D The company shall determine the type of work to be performed.

6.2E The company will have the sole responsibility to determine skill and ability.

6.3 Voluntary Weekend Overtime or Non-scheduled shifts

6.3A Assignment Order

1. Job owner
2. Same shift within cost center
3. Same shift within process group (as determined by each plant's Labor/Management committee by September 1, 2008)
4. Job owner off-shift
5. Off-shift within the cost center
6. Off-shift within process group
7. Outside process group within seniority group – same shift
8. Outside process group within seniority group – off-shift

9. Respective Plant
 10. Supplemental workers
- 6.3B Offering Process
1. Areas that need to work will post a sign up sheet by lunch period on Tuesday. The job owners' names will be filled in by the supervisor. Employees (job owners) will have until lunch period on Thursday to sign up for their jobs.
 2. When an overtime opportunity is posted, an employee may sign up as a job owner or as an alternate on any shift. (If the job owner's job is scheduled for overtime, they must sign up for that job prior to signing up as an alternate for any other job or shift).
 3. If an employee who has worked at least four (4) hours during the regular work week wants to work weekend overtime but is off work during the posting period, it is the employee's responsibility to contact their supervisor to sign up for the overtime prior to the posting coming down.
 4. If employee hasn't signed up for their regular job by the defined time that the sheets come down, they will forfeit the opportunity to work those hours and an alternate will be assigned to that job.
 5. The alternates will be chosen based on skill and ability using the process defined above in 6.3A.
 6. Skill and ability will be defined as listed on the training matrix. Alternates must have worked the job in the last 3 months to stay current on skill & ability (Plant 3/95, and 98 will use 6 months) or the supervisor deems the job requires minimal training.
 7. If a position is not filled through the signup process, the supervisor may ask trained employees to work. Trades / maintenance seniority department employees that are

asked will be charged for those hours asked.

8. In the event an employee has signed up for overtime and isn't present at the time of the overtime assignment posting, the department supervisor will contact the employee if he/she is assigned to work. If overtime is cancelled, employees will be notified.
9. In order to be eligible to work weekend overtime, an employee must have worked in the plant at least four (4) hours during that work week. The exception will be start-up after a down week(s).
10. Any tampering with documents (names added or erased without proper authorization, etc.) will result in the disciplinary procedure.
11. In the event that all traditional shift employees are offered overtime on either Saturday or Sunday, 5th and 6th shift employees may be offered overtime on the Monday immediately following the weekend overtime. In the event a holiday falls on a Monday, 5th and 6th shift employees may be offered overtime on Tuesday immediately following the Monday holiday.
12. 7th and 8th shifts are included in the weekend overtime process described above, with the exception that the sign up will be posted on Monday and taken down on Wednesday.

6.3C Training Matrices

1. A dept. training matrix will be posted in the same location as the sign up sheets. A 2nd training matrix will be posted for alternates with skill and ability from outside the cost center (this can be done on a single matrix or on 2 separate sheets). The alternate's name will be listed and the date he/she last worked on that job,

if there is a discrepancy the employee is responsible to notify the supervisor. Alternates must have worked a job within 3 months to be considered as having current skill & ability (Plant 3/95, and 98 will use 6 months) or the supervisor deems the job requires minimal training. Each dept. supervisor will be responsible for maintaining the matrix for current employees qualified to work in that cost center, regardless of the alternate's home cost center.

2. Cross-training will be based on time available, assignments, and requests from employees.
3. In the event overtime is required that does not allow the timeframe of posting described above, the supervisor or designate will ask employees for overtime using the same sequence of assignment order as defined in the sign-up process.
4. Job assignments will be communicated before the first break of the Friday shift.

6.4 Skilled Trades/Maintenance Seniority Department Weekend Overtime

6.4A All overtime opportunities offered will be added to each employee's accumulated total of overtime hours.

6.4B Job Ownership

An employee assigned to a specific job (ownership) during the majority of the week will have the first opportunity to work any overtime involving that job, unless that employee is not present when the overtime is offered.

6.4C Equalization of Overtime Opportunity

1. The offering of overtime begins with the employee with the least overtime opportunity.
2. Each shift stands on its own.
3. Past overtime opportunity for the year will be posted in the associated skilled

trade areas by Tuesday of each week.

6.4D Posting for Volunteers

1. A sign-up sheet will be posted by noon on Tuesday. All those willing to be considered for overtime on the dates listed need to sign-up. The list will be taken down on Thursday afternoon and the needed employees will be notified of the expectation.
2. If additional personnel are needed, they will be chosen from the remaining on the sign-up list by past opportunity.
3. If the opportunity isn't posted by noon on Tuesday, employees will be asked by past opportunity.
4. If an employee who will have worked at least four (4) hours during the regular work week wants to work weekend overtime but is off work during the posting period, it is the employee's responsibility to contact their supervisor to sign up for the overtime prior to the posting coming down.

6.4E After accepting an overtime opportunity, an employee may refuse the opportunity during the first three hours of the shift on the last work day before the required weekend overtime; but will still be charged for the opportunity hours.

6.4F When an employee with the least opportunity doesn't sign the list of those willing to work, that employee will be charged for the opportunity if they would have qualified for the opportunity.

1. Any employee not in the plant the entire week for any reason (vacation, union business, etc.) will not be allowed to work Saturday or Sunday of that week, the exception will be start up after a down week.
2. An employee can sign up for hours off their regular shift; provided they have

signed up for hours on the shift they worked during the week.

3. An employee will be charged for any hours offered outside of their regular shift.

6.4G Employee Not Working Their Bid Shift –
Working an assigned shift during a week

1. An employee assigned to a specific job (ownership) during the majority of the week will have first opportunity for that job, unless that employee is not present when the overtime is offered.
2. If the above doesn't apply, an employee will be offered opportunity on the shift they are assigned after all those on that shift in their trade discipline have been asked, including Group Leaders. This applies only for assignments lasting two weeks or less.
3. Should there be single or multiple employees assigned off their bid shift and there is no ownership, overtime opportunity will be offered using equalization carried from their bid shifts within their trade discipline. If the shift assignment is long term, the employee's opportunity hours YTD will move with the employee to the assigned shift.

6.5 General Overall Procedure

6.5A The following overtime practices remain in effect for all plants:

1. It shall not be a violation of this Article to assign an employee, who has accepted or been scheduled for overtime, to other available work. Nor shall it be a violation of this Agreement to reassign an employee to perform overtime work originally offered and accepted by another employee who is subsequently absent and not available to perform that overtime work.
2. Employees must have the skill and ability to perform the work, with minimal training.

3. Employees are expected to be at work every day that they are scheduled for work, including overtime. When an employee fails to work overtime as defined in this section, such time shall be treated as an unexcused absence as defined in Section 5.12.4, the employee must notify the supervisor by the lunch period of the Thursday shift for weekend overtime, or during the first three (3) hours of the shift before the daily scheduled overtime that they cannot work the agreed to voluntary overtime.
4. In the event weekend overtime is not offered/assigned in the sequence of the Assignment Order guidelines, the affected employee will be offered the next available overtime opportunity.
5. Overtime selection provision for Saturday and/or Sunday overtime shall not apply to incidental overtime work that takes less than one (1) hour to perform during the overtime assignment. If such work exceeds the one (1) hour time limitation, the affected employee will be offered the next available overtime opportunity.

ARTICLE VII, HOLIDAYS

7.1 The holiday schedule will be in alignment with the salaried holiday schedule. As of the date of this Agreement, those holidays consist of the following: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, one floater.

7.2 Any of the designated Holidays falling on Saturday shall be observed at a time designated by Management either during the week preceding such Saturday Holiday or during the week subsequent to such Saturday Holiday.

7.2A Third shift employees shall celebrate

their Good Friday holiday on the following Monday.

7.3 Any of the designated Holidays falling on Sunday shall be observed on the following Monday, provided that Monday is not a designated Holiday under this Agreement. Where the following Monday is a designated Holiday, the Holiday falling on Sunday shall be observed on Tuesday.

7.4 All employees covered by this Agreement who have completed their probationary period as provided for in Article IX, shall receive Holiday pay for the time not worked for each of the designated Holidays at the individuals man rate or indirect rate, whichever is applicable.

7.5 In addition to the payment of double time for hours worked on any of the above designated Holidays as provided in Section 6.1 B, all employees, except probationary employees, working on such Holidays shall receive pay as set forth in Paragraph 7.1 hereof.

7.6 If a Holiday falls within a regularly scheduled work week of an employee's vacation period, such Holiday shall not be considered as a part of the vacation period and the employee shall receive Holiday pay, therefore. An additional day or days off shall be prearranged between the Company and the employee and may be taken either prior to, subsequent to the vacation period or any time, provided that the orderly operation of the plant can be maintained.

7.7 To qualify for Holiday pay, for Holidays not worked, all eligible employees are to work the scheduled work day prior to the respective Holiday, and the scheduled work day following the respective Holiday unless otherwise excused by the Company, and the Company agrees that a certification by a licensed physician, or nurse practitioner that an employee was unable to work said days due to illness shall constitute a valid excuse.

Holiday changed by government shall in no way cause loss of Holiday to employees.

7.8 Employees on leave of absence shall not be entitled to Holiday pay except as provided below:

7.8A If an employee is on a leave of absence for injury or illness, within 6 months following commencement of such leave, they shall be eligible for Holiday pay or A&S whichever is higher without A&S benefits being interrupted or extended.

ARTICLE VIII, VACATIONS

<u>Year of Employment</u>	<u>Target Weeks</u>
1st through 4th	2
5th through 10th	3
11th	3 weeks; 1 day
12th	3 weeks; 2 day
13th	3 weeks; 3 day
14th	3 weeks; 4 day
15th through 24th	4
25th or greater	5

8.1 Employees must take a minimum of three (3) weeks of vacation, if eligible. Vacation in excess of one (1) week may be scheduled one day at a time, providing it does not conflict with that year's shutdown schedule and providing it is pre-approved by the employee's supervisor. An employee that has four (4) or more weeks of vacation may opt to take the pay in lieu of taking the vacation beyond the mandatory three (3) weeks. Any vacation that has not been used beyond the three (3) weeks will be paid out in the last paycheck of the year.

8.2 Annual vacations for the period covered by this Agreement, shall be earned by all hourly employees covered by this Agreement as follows:

8.2A Those in the Company's employ for a period of three (3) months to three (3) years shall be entitled to one (1) week of vacation, and those employed three (3) years to six (6) years shall be entitled to two (2) weeks vacation, and those employed six (6) years to fifteen (15) years shall be entitled to three (3) weeks vacation, and those employed fifteen (15) years to twenty (20) years shall be entitled to four (4) weeks vacation, and those employed twenty (20) years to twenty-five (25) years shall be entitled to four (4) weeks, two-

and-one-half (2-1/2) days vacation, and those employed twenty-five (25) years or more shall be entitled to five (5) weeks vacation.

8.2B Any new full-time employee hired after August 30, 2009 will align with the current salaried vacation provisions as listed below:

8.2C Vacation pay for employees shall be computed on a basis of forty (40) hours per week at the employee's straight time rate in effect at time of taking vacation. The employee will be paid as they take their vacation.

8.2D Employees shall become eligible for their additional vacation under 8.2.A above as of January 1st of the year in which their anniversary date falls.

8.3 The company may schedule shutdown(s) for all plants and departments for up to two (2) weeks (no earlier than the second Monday of June and no later than the third Monday in August) and will be announced in October for the following year.

8.4 Employees eligible for two (2) weeks or more of paid vacation will be given their vacation during the shutdown period. Should it be necessary to operate any department and/or division thereof in any plant during the normal vacation shutdown period, the following procedure will apply:

8.4A Employees who normally perform the scheduled work will be asked to volunteer to work during the vacation shutdown period.

8.4B If after (A) above more employees are needed, they will be taken from those employees having one (1) week or less of vacation on a departmental and then plant seniority basis, taking into consideration the ability of the employee to perform the work.

8.4C If after (B) above more employees are needed, the senior employees in the department where work is required will be asked to volunteer to work, on a departmental seniority basis, taking into consideration the ability of the employee to perform the work.

8.5 Vacation outside of normal vacation period (plant shutdown) can be taken between January 01 through December 31 of each year. Vacation schedule requests will be distributed to employees by October 1. Employees must return said schedule to their supervisor by October 31. The vacation schedule shall be returned as approved/denied to employees by November 30. Should a supervisor fail to return said vacation schedule request by November 30 (assuming employee is at work), said request is approved by default. Any change of vacation by an employee shall cause said employee to accept whatever vacation openings exist at the time of change. Preference in vacation scheduling will be by seniority within the normal practices used in each Plant/area. Orderly operation of the plant to be considered in any vacation requests/changes.

8.5A As vacations are scheduled, full weeks take precedence over single vacation days scheduled.

8.5B All full vacation weeks scheduled and approved in accordance with Article 8.5 that are immediately prior to, following, or the week of a contractual holiday cannot be rescheduled and must be taken in their entirety. (A holiday falling on a Monday locks in the week prior to that holiday and the week of that holiday; a holiday falling on a Friday locks in the week of that holiday and the week following that holiday. A holiday falling other than a Monday or Friday locks that week. The week prior to Thanksgiving is included as a locked week.)

8.6 Employees that terminate their employment either voluntarily or involuntarily shall receive earned vacation pay within fourteen (14) working days after separation, or as soon thereafter as possible.

ARTICLE IX, SENIORITY

9.1 Definition

9.1A Seniority of employees governed by this Agreement shall be determined in the following manner:

1. Length of service
2. Ability

Seniority shall apply to layoffs, recalls, job bidding, and transfers throughout the plant.

9.1B All references to "employee", or, "regular employee", or, "regular full-time employee" shall not pertain to supplemental employees as defined in Article 27 of this Agreement.

9.2 All employees hired after the execution of this Agreement shall be employed for ninety (90) days before being placed on the seniority list. When seniority is established per the probationary period language in article 9.3, it will be retroactive to the hiring date in the department where the employee is assigned at the conclusion of his or her probationary period.

Employees hired on the same day will be placed on the seniority list in Social Security Number order utilizing the entire nine (9) digit number, lowest number to be considered the most senior employee.

9.3 Probationary Period

All new employees engaged by the Company shall be deemed, for the first ninety (90) days of their employment, to be engaged for a probationary period and shall not be placed upon the Seniority Roster, nor shall they acquire any seniority rights until seniority be established as provided in Section 9.2 hereof. For purposes of computing the ninety (90) day probationary period, the periods of vacation shutdown and the Christmas-New Years holiday period, starting with the first calendar day of each shutdown period and ending on the first weekday following such shutdown period, shall be excluded unless the employee works in which case they will be included in computing the ninety (90) day period. The Company may dismiss or reclassify any such employee to any other classification during his or her probationary period. After such probationary period, any such employee shall become a regular employee.

9.4 An employee's seniority rights shall cease upon:

9.4A Justifiable discharge;

9.4B Voluntary quitting;

9.4C If after being laid off, the employee does not return to work within ten (10) days after the sending (postmark date) of a written notice by Certified Mail Return Receipt Requested such employee shall be terminated . Should the employee within said ten (10) day period notify the Company in writing, Certified Mail Return Receipt Requested, that he or she cannot return to work by reason of illness, or other cause, the validity of such employee's reason for not returning to his or her employment and if such reason is found to be a valid one, such employee shall not lose his or her seniority. (IT SHALL BE THE EMPLOYEE'S RESPONSIBILITY TO MAINTAIN HIS OR HER CURRENT ADDRESS ON FILE WITH THE COMPANY)

9.4D If after being laid off the employee is not in writing recalled by the Company for four (4) years or one-half (1/2) of his or her length of service, whichever is greater.

9.4E Failure to report to work for three (3) consecutive working days without notifying the Company, except in cases where it is physically impossible to notify the Company, due to a reason beyond the control of the employee.

9.4F Subject to the provisions herein regarding loss of seniority, any employee promoted to a position exempted by this Agreement after June 15, 1986 will have his or her accumulated seniority frozen as of the date of transfer. Employees so transferred will retain their frozen seniority for six (6) months from the date of their transfer to an Exempt position. During that six (6) month period they will have the privilege of returning to their former position or one of like status and pay in line with his or her seniority earned in the department or plant prior to the transfer. If either the employee's former position or a position of like status and

pay is not available, then the employee shall be assigned any available job in the plant based upon his/her seniority earned prior to the transfer. At the conclusion of the six (6) months, employees remaining in an Exempt position will forfeit any and all seniority rights they have under this Agreement.

9.5 Temporary Transfers

The company may transfer employees between shifts for temporary periods of time, sixty (60) working days or less, because of family emergencies or to complete schooling. The Company agrees to meet with the plant Union committee at least one week prior to the expected transfer to discuss the reasons for the transfer with the Union.

9.6 Permanently Restricted Employees

The following process will be followed when placing permanently restricted employees:

1. When an employee has reached end of healing as defined under the Wisconsin Worker's Compensation Law, the Company will attempt to return the employee to his/her former job.
2. When an employee reaches end of healing but still has permanent restrictions that prevent them from performing their former job, the Company will attempt to find the employee a job that falls within those restrictions. The Company will look first to the employee's seniority department, then within the employee's plant pursuant to the terms of Article XIX, Section 19.5A and B, and finally to other plants covered by this Agreement. The Company will notify the Union when an employee cannot be returned to their former job.
3. If no job can be found, the employee will be placed on layoff status as being unable to perform the available work. The employee will then be treated as any other laid off employee. He/she will retain his/her seniority rights for two years or one-

half his/her length of service, whichever is greater. Employees who haven't bid successfully to a job within this period will be terminated. Health care coverage will terminate upon being placed on layoff status. Employees will be eligible for COBRA continuation.

ARTICLE X, PLANTS & DEPARTMENTS

10.1 For the purpose of this Agreement, the Company departments are as follows:

Distribution/Logistics (Plant 3/95)

1. Support Tech I / Support Tech II / Support Tech III / Support Tech IV / Support Tech VI

Gears & Shafts/Heat Treat (Plant 4)

1. Machine Shop / Support Tech VI
2. Heat Treat / Support Tech VI
3. Support Tech II
4. Maintenance / Tool Room / Tool and Cutter Grinder / Support Tech I / Support Tech III / Support Tech V

Central Facilities (Plant 10)

1. Construction Technician
2. Crane and Hoist Technician
3. HVAC Technician
4. Plumber
5. Electrician

Manufacturing Plant (Plant 15)

1. Machine Shop / Support Tech V
2. Assembly / Support Tech VI
3. Paint / Support Tech V / Support Tech VI
4. Support Tech II / Support Tech IV / Support Tech VI
5. Maintenance / Tool Room / Tool and Cutter Grinder / Support Tech I / Support Tech III / Support Tech V

6. Exhibits

Casting Plant (Plant 17)

1. Die Cast / Support Tech V / Support Tech VI
2. Trim / Support Tech I
3. Metal Melt
4. Die Maintenance / Maintenance / Support Tech I / Support Tech III
5. Support Tech II / Support Tech IV

Investment Casting Plant (Plant 98)

1. All Directs / Support Tech I / Support Tech II / Support Tech III / Support Tech V / Support Tech VI
2. Maintenance

10.2 The company will have the ability to utilize the skilled trades between plant seniorities.

ARTICLE XI, LAYOFFS & RECALLS

11.1 Before laying off any employees, the Company will make every effort to move employees from one job classification to another, wherever such movement is consistent with the employee's experience and skill. Section 19.8 has precedence over this paragraph.

11.2 In the event of either a planned short term or a planned long term layoff the Company will, not less than three (3) full working days previous to the effective date of said planned layoffs, post a bulletin board notice specifying the names of the employees to be laid off. Should the Company fail to post such notice three (3) days before the effective date of the planned layoff, the Company will pay the employees laid off eight (8) hours pay at base rate for indirect employees and the individual's man rate for direct employees for each day that is in default of the three (3) day notice. The requirement for such posting and payment of wages for failure thereof shall have no application to any work stoppage due to an Act of God or other circumstances beyond the control of the Company.

11.2A In the event an employee is required to transfer shifts, either as a result of a planned

short term layoff or a planned long term layoff, or for any other reason, the Company will, not less than three (3) full working days previous to the effective date of said shift transfer, post a bulletin board notice specifying the names of the employees to be transferred, and the shift to be transferred to, unless mutually agreed to by the employee and the Company.

11.3 Upon the posting of the list specifying the employees to be laid off, the Union Shop Committee will, before the layoff date, advise the Company if it disagrees with the posted list. Should the list be changed as a result of the Shop Committee's disagreeing with the posted list, the Company will not be responsible for any three (3) day payment to employees whose names are added to the layoff list.

11.4 The Company shall be the judge of an employee's qualifications as to ability; PROVIDED, HOWEVER, that in the event a difference of opinion arises between the Company and the Union as to qualifications of an employee, this question shall then be handled in accordance with the regular grievance procedure.

11.5 Offered Work

11.5A At the time of long-term layoff, employees will have the option of signing a form refusing recall to a classification and/or plant other than their own, without loss of seniority. When said employee's classification becomes available, said employee will be afforded recall at that time. In the event that employee refuses recall to his or her original classification, he or she shall be considered terminated.

1. Employees who have signed a form will not be counted as laid off when considering the addition of Supplemental Workers.
2. Supplemental employees shall not be added until a job vacancy has cleared job bidding.

11.5B In the event that an employee has not "opted out" (signed the above mentioned

form) and is recalled to a classification other than their own:

1. If such employee refuses recall, he or she shall be considered terminated.
2. Should a job become available in a recalled employee's bid plant (by seniority), the recalled employee shall return to their bid plant at that time.

11.6 Employees who are classified as Journeymen in the Apprenticeable trades specified in the Labor Agreement shall be allowed to refuse work offered outside of his/her trade during a long term layoff;

1. Accept job assignment outside of their trade in their plant.
2. Refuse work offered outside of their trade. Should such employee refuse said job assignment, they will be placed on long-term layoff and the Company will only be required to recall the employee to their originally apprenticed classification in their seniority plant.
3. When available, accept assignment into a sister plant within their trade, said employee will retain their plant seniority. Employees outside of their trade in their seniority plant will be offered assignment ahead of trade employees on long-term layoff.

11.7 Short Term Layoff

11.7A The Company and the Union recognize that because of the Company's particular type of manufacture, it is difficult to operate on a plant seniority basis on short term layoffs of ten (10) work days or less. During any short-term layoff or Non-Scheduled Production Day the following shall apply to the plant in which the layoff exists, exclusive of Apprenticeable trades:

1. No probationary employees will be retained.
2. No new employees in the bargaining unit

will be started.

3. The Company will post vacancies in job classifications -- however, if there are employees on reduction or layoff who hold that classification, they will not be posted.

11.7B For purposes of assigning work during Short Term Layoff or Non-scheduled Production Day[s] (i.e. Vacation Shutdown, Christmas Holidays, Inventory and where normal production of any plant covered by this Agreement is individually cancelled) will be covered as follows:

1. The method for determining who shall be requested to work during the following non-scheduled production days, shall be:
 - a. Vacation Shutdown – voluntary
 - b. Inventory and/or Short Term Layoff, and Holidays - volunteers will be requested in seniority order from among the employees who normally run the jobs needed. Failing to get sufficient volunteers the work assignment becomes mandatory in reverse seniority order based on skill and ability.
2. Employees may volunteer for layoff provided there are less senior employees remaining who have previously performed the available work and who are capable of performing the work without any additional training.

11.7C When the Company posts notice of a Short Term Layoff, as above, no further notice shall be required should the layoff continue beyond said ten (10) work days. In such case, however, plant-wide seniority on long term layoff basis shall become effective commencing with the eleventh (11) work day.

11.7D No more than four (4) short-term layoffs per plant will occur in any calendar year. As has been our past practice, the union will work

with the company if additional short term layoffs are required.

11.8 Long Term Layoff

11.8A On any long term layoff; i.e., a layoff of more than ten (10) work days, such layoff will be handled on a plant-wide seniority basis. The employee eldest in the service of the Company will be laid off last and will be recalled first, provided he or she is qualified to perform the work he or she may be assigned; the employee youngest in the service of the Company will be laid off first and recalled to work last, unless - and only unless - said youngest employee is particularly qualified over and above all other employees to perform some special work.

However, during any long term layoff, the following shall apply to the plant in which the layoff exists, exclusive of Apprenticeable trades:

1. No probationary employees will be retained.
2. No new employees in the bargaining unit will be started.
3. The Company will post vacancies in job classifications -- however, if there are employees on reduction or layoff who hold that classification they will not be posted. The Company may, however, post to fill vacancies that are not the result of an employee being laid off voluntarily.

11.8B On indefinite long term layoffs with no recall date, Shop Committee persons, stewards, and officers of the Union, during their tenure of office shall be placed at the head of the seniority list in their respective Plants, departments and shifts. Said employees shall be limited to a maximum of fifteen (15) in number to head the seniority list in each respective plant.

11.8C Layoffs may be voluntary in accordance with the following procedure:

1. As soon as the Company becomes aware

a long term layoff may be needed, it will post a notice of same. Employees wishing to be considered for voluntary layoff must make their wishes known to their Human Resources Department within 9 calendar days of the posting. Once an employee has volunteered, they may not withdraw their request, unless extraordinary circumstances occur.

2. Employees may volunteer for a layoff period of six months or the duration of the layoff. Employees volunteering for layoff shall have no right to displace or bump less senior employees for the duration of their layoff period. Health insurance will cease on employees' last day of work. Employees will be eligible for COBRA continuation.
3. Employees volunteering for layoff shall be recalled to work in seniority order. Employees who elect a six month layoff will have a recall date established prior to their layoff. Unless an early recall is affected, these employees will not receive any further notification of recall.
4. Employees volunteering for layoff will be scheduled for layoff in inverse seniority order, providing however, that there are qualified less senior employees remaining to perform the scheduled work. The Company has the right to limit the number of volunteers accepted for voluntary layoff based on a plant and departmental basis.
5. If insufficient employees volunteer for layoff, then the least senior employees in the plant will be scheduled for layoff, in accord with Article 11.8A.

11.9 Recalls

- 11.9A If after being laid off, the employee does not return to work within ten (10) days after the sending (postmark date) of a written notice by Certified Mail Return Receipt Requested

such employee shall be terminated. Should the employee within said ten (10) day period notify the Company in writing, Certified Mail Return Receipt Requested, that he or she cannot return to work by reason of illness, or other cause, the validity of such employee's reason for not returning to his or her employment and if such reason is found to be a valid one, such employee shall not lose his or her seniority. (IT SHALL BE THE EMPLOYEE'S RESPONSIBILITY TO MAINTAIN HIS OR HER CURRENT ADDRESS ON FILE WITH THE COMPANY)

11.9B If after being laid off the employee is not in writing recalled by the Company for four (4) years, or one-half (1/2) of his or her length of service, whichever is greater, his or her seniority rights shall cease.

11.9C The wage rate for an employee who is recalled to work after August 30, 2009 under this article is the wage rate established in the Wage Appendix A & B for New and Recalled Employees at the "79 – 104 Week" rate

ARTICLE XII, JOB BIDDING PROCEDURE

12.1 When a vacancy occurs or a new job is created and the Company decides to fill it on a permanent basis, the following procedure shall apply:

12.1A Notice of such vacancy will be posted for two (2) working days on the Main Bulletin Boards in all plants, including Heat Treat, covered by this Agreement. However, the Company will not post notices of vacancies during periods of plant shutdown of defined duration such as the taking of inventory or periods of shutdown for inventory adjustment.

1. The notice shall set forth the occupational title, the number of vacancies, labor grade, department, plant, rate of pay, shift and any required special qualifications as written in the mutually agreed upon job

description.

12.1B Interested employees may apply for such vacancy by completing within required time limits, the form provided by the Company. An employee may bid on more than one vacancy provided, however, that once an employee has been awarded a bid, all other bids are automatically voided.

12.1C Four (4) days after the job posting is down, the Company will post the name and department of the successful bidder. Failure of the Company to post the names after four (4) days will allow the employee to bid on the fifth (5th) day.

The time limits for making application for future vacancies shall start four (4) months after the successful bidder has been notified (by posting or in person). This applies to employees who withdraw their bid after being posted as the successful bidder, or if the employee voluntarily washes out of the job.

12.1D Preference in assignment to the posted job shall be based on seniority and ability to perform the job. Selections will be made on the basis of the qualifications needed to perform the work of the job in question and seniority (and where, as between two (2) or more employees, the factors comprising qualifications are relatively equal, then seniority will be controlling). To have the necessary qualifications to qualify the employee must possess the basic skills and ability to perform the job in question with proper instructions. The following sequence among qualified bidders will be used:

1. Employees who hold seniority in the department within the plant in which the vacancy exists, providing they have sufficient seniority to be retained within the plant.
2. All other employees covered by the Agreement, including those employees on layoff providing they have sufficient

seniority to be retained within the plant in which the vacancy exists.

Employees exercising their right of seniority to bid between plants or departments shall lose all seniority rights which they held in any other plant or department upon being accepted on a job classification through bidding to another plant. Seniority shall be transferred to a new department and plant in which the job was awarded.

12.1E During the days of posting and for thirty (30) working days thereafter, the Company may assign an employee to the job until the successful bidder has been determined and made available for assignment to the job, and the successful bidder will be transferred at that time.

12.1F The first ten (10) days of work (or thirty (30) days for Apprenticeable occupations, set-up, and Group Leaders) after reporting to the job shall be considered to be a probationary period to ascertain if he or she can perform the work in the same manner as an average operator on that job. The following jobs will be subject to a twenty (20) working day probationary period: stainless steel prop grinding, floor inspector, assembly tech III, blender mechanic, and any job requiring a CDL. (When the Company needs to permanently fill a job opening in a classification requiring a CDL the following procedure will be followed: The Company will post the job noting on the posting that the job requires a CDL; the Company will provide a Company truck for use by the employee in securing the CDL; and at the conclusion of the twenty (20) working day probationary period the employee must have a CDL). The following job will be subject to a fifteen (15) working day probationary period: casting operator.

If the bidder is found not suitable during the probationary period or if the bidder demonstrates during the probationary period

that he or she does not have the ability to do the job, he or she shall be returned to his or her former occupational class and shift or one of like status and pay if available. If his or her former occupation or one of like status and pay is not available then the employee shall be assigned to any available work in the plant at which time the employee shall remain on that job, assuming he or she has sufficient seniority until a vacancy exists in his or her original classification and shift. During the period the employee is assigned out of his or her original department he or she shall maintain his or her departmental bidding and recall rights. While assigned to any available job in the plant the employee shall receive the rate of the job assigned.

12.1G An employee may bid for a vacancy provided they have not bid and been granted a job within the past four (4) months. (See 12.1C for clarification).

1. Employees cannot bid for any vacancy outside their seniority department until they have completed one year of service with the Company.
2. The parties have mutually agreed that to be considered for a journeyman's position, candidates, either internal or external, must satisfy one of the following criteria:
 - A. The candidate must possess a valid state indentured journeyman's card in the specific trade for which he/she is applying, OR
 - B. The candidate must possess a minimum of eight years documented experience in the specific trade for which he/she is applying.

The candidate's experience will be evaluated using the requirements contained in Mercury Marine's Exhibit A for the specific trade under consideration.

The parties further agree that at least two

representatives holding journeyman status in the trade under consideration will help management in the interviewing of candidates for the available opening. The parties Joint Apprenticeship Committee in the plant where the opening exists will select the two journeymen representatives. Nothing in this Article shall in any way limit Management's right to make the final selection decision from among candidates possessing the above listed qualifications.

Journeyman skilled trades employees cannot bid outside their plant until they have completed one year of service with the Company.

3. Employees awarded an apprenticeship cannot bid outside their plant for the first two (2) years following the completion of their apprenticeship.

12.1H Copies of all job bids and notices, along with the name of the successful bidder, within ten (10) days, will be given to the Union.

12.1I In the event that there are no bids submitted for a posted job, the Company may hire a new employee or re-post the job for a total of two (2) additional days. During this additional two (2) day period, laid off employees and employees who are otherwise disqualified from bidding, shall have the right to bid on the re-posted job. There shall be no limitation on the number of re-posted jobs on which laid off employees may bid. A toll-free number has been established for use by laid off employees.

12.1J In the event that the Company has not filled the vacancy at the end of ninety (90) days after the date on which the original posting was made, such vacancy shall again be posted.

12.1K Group Leader positions shall be filled and washed out by the sole discretion of the employer and not subject to the Grievance and Arbitration procedures provided for in this

Agreement.

ARTICLE XIII, LEAVES OF ABSENCE

13.1 Upon written application by a seniority employee (with a copy to the Union) an employee may be given a leave of absence if all of their vacation (outside of vacation scheduled during shutdown) has been used, without pay as follows except as otherwise provided in this Agreement:

13.1A Maximum of thirty (30) days for personal justifiable reasons, illness or disability in his or her immediate family, official Union business.

13.1B Appointment or election to full time public office or full time AFL-CIO affiliated Union office for their term or terms of such elected or appointed offices. Not more than four (4) employees at any time shall be granted such leave. Employees granted such leave shall continue to accumulate seniority for the purpose of exercising their right to work only.

13.2 At the end of any leave of absence the employee shall be in accordance with seniority returned to his or her former occupation. In the event the former occupation has been abolished he or she shall be assigned to a substantially similar occupation on the shift he or she last worked if such occupation is available on that shift, and shall receive the current rate of pay for the occupation to which he or she is assigned.

Return from medical or disability leaves must be supported by a medical release from the attending licensed physician. Said physician's release shall govern the job assignment. (Pregnancy to be treated as any other disability for seniority purposes.)

13.3 Seniority shall continue to accumulate during all leaves of absence accorded under this section.

13.4 Leaves of Absence in excess of the maximum periods set forth in this Article XIII shall be granted only with the consent of both the Company and the Union.

13.5 Employees on a medical Leave of Absence will have their seniority continue for 3 years or ½ the length

of their service, whichever is greater, with no medical coverage beyond the Short Term Disability benefit.

13.6 An employee who may be required to leave his or her job because of the requirements of the Universal Military Service and Training Act shall be afforded the job security which is provided for in the Act.

Employees attending mandatory training by the National Guard or Reserves shall be reimbursed the difference between their service pay and what they would have received had they worked forty (40) hours in each week of training, not to exceed four (4) weeks annually. Employees shall not be eligible for pay under this Section and under the Vacation Section for the same weeks.

ARTICLE XIV, UNION REPRESENTATION

14.1 The Company will recognize and deal with accredited representatives of the Union as set forth herein in all matters relating to grievances, negotiations, and interpretations of this Agreement and in any other matters which may affect the relationship between the Company and the Union.

14.2 The Union shall certify in writing the members of the "Bargaining Committee" and "Shop Committee" for each plant and the "Stewards" indicating the plants and departments to be served by each, and shall keep the list current at all times. A list of Union members who shall head the seniority list shall also be furnished.

14.3 The Union shall be represented in its relationship with the Company at the various levels of responsibilities as follows:

14.3A The Union may designate an employee as "Coordinator" whose responsibility shall be to correlate the Union's position between departments and plants in each respective Local.

14.3B There may be a "Bargaining Committee" whose responsibility shall be at the "Management" level. This Committee shall be composed of: Coordinator, and the designated

representatives from each Plant.

14.3C There may be a "Shop Committee" whose responsibility shall be at the "Plant" level. This Committee shall be established according to the following ratios: Fond du Lac/Oshkosh - 1/150 employees. This number shall be established January 1st of each year and will not be changed for the balance of that year.

14.3D The Union may designate certain "Stewards" whose responsibility shall be at the "Department" levels.

14.3E The Union may be assisted by other "Representatives" of the International Association of Machinists and Aerospace Workers, as may be deemed necessary or desirable.

14.4 The Company will grant permission for the Shop Committee persons or Stewards to leave their department and go to any department within the Bargaining Unit to bring about a proper and expeditious disposition of a grievance or complaint, provided however, that the individual Shop Committee person or Steward will, in each instance, notify his or her particular foreman before leaving his or her department; and provided further that the permission here granted will not be abused by the Shop Committee persons or Stewards.

Committee persons or Stewards to notify the Supervisor in whose department he or she is entering if the Supervisor is available.

14.5 No employee or Union representative shall engage in Union activity during working hours, except as specifically provided for under this Article.

14.6 The powers and authority of the Union representatives as set forth herein shall be confined to those set forth in the Sections of this Agreement entitled "Grievance Procedure" and "Arbitration".

14.7 The Company will pay the accredited representatives of the Union and the aggrieved employee their man rate or their indirect pay rate, whichever is applicable, for time spent in processing grievances in

accordance with the provisions of this Agreement when the time so spent is during their regular work shift.

Time spent in grievance meetings with the Company will be credited to the Union Committee person's work shift only for the purpose of time off from that scheduled shift of work. This provision will apply only for Committee persons whose regular shift is 2nd or 3rd shift and the hours so credited shall have no application towards the payment of any overtime premiums.

14.8 The Company agrees to pay all Committee persons, not to exceed one (1) per plant from Local 1947 for contract negotiations. Such Committee persons shall be compensated at their man rate or indirect rate of pay, whichever is applicable, not to exceed eight (8) straight time hours per scheduled meeting day.

14.9 Accredited representatives of the Union, other than the Shop Committee and Stewards, may have free access to the plant premises and offices of the Company during working hours by appointment.

ARTICLE XV, GRIEVANCE PROCEDURE

15.1 A grievance shall be defined as a dispute between the Company and the Union over the interpretation, application or alleged violation of any provisions of this Agreement and shall be handled in the following manner:

15.1A A grievance must be presented within ten (10) working days of the action complained of or if the employee was not aware of the action at the time of occurrence within ten (10) working days of the time that the employee with reasonable prudence should have been aware of the action. No grievance shall be deemed to exist until it has first been discussed by the employee and/or the Union and the supervisor within the time limits and conditions herein set forth. The grievance shall be reduced to writing for presentation to the supervisor but it shall not be numbered. The supervisor shall answer the grievance within five (5) working days of this initial discussion.

If as a result of this discussion, the alleged grievance is resolved by the employee/Union and the supervisor, the resolution will be noted on the face of the grievance and the shop chairperson will be informed of the settlement. If the alleged grievance is not resolved as a result of this discussion, then within two (2) working days following the conclusion of this discussion the grievance will be numbered and the matter will be taken to Step #2.

15.1B Step #2 - Within ten (10) working days, following receipt of the numbered grievance, the supervisor, department manager, and Human Resources Representative shall meet with the employee and shop steward, and the designated shop committee person/Coordinator to attempt to resolve the alleged grievance which will be thoroughly analyzed and investigated by both parties, with all facts being shared in an attempt to resolve the dispute. Within five (5) working days from the date of this meeting the Company will give a written answer to the grievance.

15.1C If the grievance is not settled in Step #2, the shop chairman/Union Coordinator may appeal it within six (6) working days after receipt of the Company's written answer to the Director of Employee Relations.

15.1D Step #3 - Within sixty (60) days, the coordinator, shop chairperson and the Union Business Representative will meet with the Director, Employee Relations and the Plant Human Resources Manager(s) or their designated representatives and the individual aggrieved employee, if deemed necessary by either party.

The Company will furnish a written answer to the Union within thirty (30) days of the date of this meeting. If no agreement is reached then the Union will have thirty (30) days to submit the grievance to arbitration.

15.1E The time limits established in sub-

paragraphs A, B, C and D are maximum limits and it is understood that all complaints and grievances will be given prompt attention for settlement. Time limits may be extended by mutual agreement of the Company and the Union.

15.1F Grievances protesting disciplinary suspensions and/or discharges will be entered at Step D of the above procedures and processed there from.

15.2 Either party of this Agreement shall be permitted to call employee witnesses at each and every step of the grievance procedure. The Company, on demand, will produce production, payroll and related records at each and every step of the grievance procedure, for the purpose of substantiating the contentions or claim of the parties. All records supplied for the Union will be kept in confidence and will not be revealed in whole or part to any other Company directly or indirectly.

15.3 The Parties agree they will follow the foregoing grievance procedures in accordance with the steps, time limits and conditions contained therein. If the employee, Union or the Company fails to follow the foregoing grievance procedures in accordance with the steps, time limits and conditions contained therein, the grievance shall be deemed settled on the basis of the Company's or the Union's last answer. It is expressly agreed by the parties that grievances settled because of the failure of either party to adhere to the time limits contained in this Article shall not constitute a precedent for any other case, past, present or future nor shall it have any application whatsoever beyond the instant grievance.

15.4 The settlement of a grievance in any case shall not be made retroactive for any period prior to the date of the action complained of.

15.5 It is agreed and understood by the Company and the Union that a reasonable effort shall be made to process all grievances through Step #3 of the Grievance Procedure within ninety (90) calendar days from the date the grievance was initially filed.

ARTICLE XVI, ARBITRATION

16.1 If the grievance is not settled in Step D of section 15.1 of Article XV, Grievances, the Union may appeal it to arbitration by giving written notice of such appeal to the authorized representative of the Company within thirty (30) calendar days for all grievances except discharge, layoff and recall which written notice shall not exceed fifteen (15) working days.

16.2 Within thirty (30) working days after making appeal to arbitration the Union shall contact the Federal Mediation and Conciliation Service for a panel of five (5) regular qualified Arbitrators (Wisconsin or Midwest). Within thirty (30) days of receipt of the panel the parties shall meet to select an arbitrator. The party requesting arbitration shall strike out one (1) of the submitted names; the other party shall strike out one (1) of the remaining names; the process shall continue until one person remains, who shall be the impartial arbitrator. The parties agree that they will meet within fifteen (15) days from the time the Arbitrator submits a list of open hearing dates to establish the date for the arbitration hearing.

16.3 The Arbitrator selected to resolve grievances protesting job evaluation or measured day work standards must be a Registered Industrial Engineer or must be qualified by background and experience to handle work measurement and job evaluation.

16.3A The Arbitrator shall arrive at his decision based on the facts, evidence and contentions as presented by the parties at the arbitration proceedings. The Arbitrator shall determine whether or not the disputed measured day work standard has been established in accordance with the terms of this Agreement and whether or not allowances set forth in this Agreement have been properly applied.

16.3B Should the Arbitrator find no omissions of time elements, no inconsistencies in developing the disputed production standard, and no clerical errors, he/she shall declare the dispute withdrawn.

16.3C Should the Arbitrator find any such

omissions, inconsistencies, or errors, he/she shall detail the same in his findings and provide for the correction thereof on the basis as shown in 16.3 A of this Section.

16.3D The decision of the Arbitrator shall be final and binding to both parties for the term of this Agreement.

16.4 The Arbitrator shall have no authority to add to, subtract from, or modify the express provisions of this Agreement.

16.5 The Arbitrator's decision shall be final and binding upon the Company, the Union, and the employees involved, providing the decision falls within the scope of the Arbitrator's authority, and shall be complied with within fifteen (15) days after the decision is rendered.

16.6 Each party shall bear the expense of its representatives, participants, and for the preparations and presentations of its own case. The fees and expenses of the Arbitrator and for the hearing room shall be shared equally by the Parties.

16.7 The Company and the Union may, with mutual agreement, agree to arbitrate more than one grievance concerning the same issue with one Arbitrator.

16.8 The Arbitrator to submit his or her decision within thirty (30) days of the date of receipt of briefs and he/she shall be so notified at the time he is selected.

ARTICLE XVII, STRIKE AND LOCKOUT

17.1 The Union will not call or sanction any strike or concerted stoppage during the term of this Agreement except for:

17.1A The Company's failure to abide by the Arbitration Clause of this Agreement; or

17.1B The Company's failure to comply with any decision of the Arbitrator established hereunder within fifteen (15) working days after such decision.

17.2 Should a strike or concerted stoppage of

work by employees of the Company other than those permitted by the immediately preceding paragraph hereof, occur during the term of this Agreement, the Union, within forty-eight (48) hours after receipt of written notice from the Company, shall be obliged to do the following things only:

17.2A Advise the Company in writing that the strike or stoppage has not been called or sanctioned by the Union.

17.2B Post copies of the following notice on bulletin boards in the Plant and publicly declare it:

“We have been advised by Mercury Marine that a strike (stoppage) has occurred in the plant. Inasmuch, as no such strike or stoppage has been called or sanctioned by the Union, if you are engaged in such strike or stoppage you are hereby instructed to return to work immediately.

Local Lodge No. 1947 of the International Association of Machinists, and Aerospace Workers by this notice is posted in accordance with the provision of the Agreement between the Company and the Union.”

17.3 The obligation of the Union shall be limited to the performance of the acts required by the immediately preceding paragraph, and upon compliance by the Union with the provisions set forth in the immediately preceding paragraph of this Agreement, the Union and its officers, agents, and members shall not have further liability during the term of this Contract or thereafter, for damage suffered by the Company arising from or out of stoppage or strike.

17.4 The Company shall have the right to discipline or discharge any employee engaging or participating in such action. It is understood that such action on the part of the Company shall in no case be construed as a violation by the Company of any provisions of this Agreement, provided, however, that an issue of fact as to whether or not any particular employee has engaged

or participated in any such violation may be subject to the Grievance Procedure and/or Arbitration as set forth in this Agreement.

17.5 The Company will not lock out any or all of its employees during the term of this Agreement.

ARTICLE XVIII, PICKET LINES

18.1 The Company will not require the employee to cross any lawful Union picket line established in front of Company premises and the individual or concerted refusal to pass such picket lines shall not constitute grounds for discipline, discharge or layoff.

18.2 A concerted refusal to pass a picket line shall not constitute a stoppage or strike within the meaning of this Agreement.

18.3 Nothing contained in this Section on picket lines shall be construed as superseding or replacing any provisions of the Section "Strike and Lockout".

ARTICLE XIX, WAGES

19.1 Interest Statement: Improving manufacturing quality, cost, and performance will make Mercury Marine more competitive in the global marine market place and help the FDL manufacturing complex be seen as viable, effective, and worthy of future investment.

19.2 Wage rates which shall be effective until September 2, 2012 are set forth in Appendix A for Direct employees and Appendix B for Indirect employees.

19.3 Wage progression is defined in the Direct and Indirect Wage Progression tables in Appendices A & B.

19.3A Computation of Weeks Worked:

1. Employees shall receive credit for any week during which they work at least 20 hours.
2. Employees shall receive credit for a week worked for the vacation shutdown week(s) and the Christmas shutdown week.
3. No credit shall be given for periods of layoff

or leave of absence.

4. Employees recalled from layoff shall be given credit for the weeks they had worked prior to layoff.
5. Employees rehired within two (2) years after their seniority has been terminated under Article IX, Section 9.4D shall be given credit for any weeks worked prior to their date of rehire.

19.4 All employees covered by this Agreement, who leave the service of the Company for any reason, shall be paid whatever is due them hereunder.

19.5 Employees transferred at the Company's request within their department but out of their bid classification or off their bid shift out of lines of seniority shall receive their man rate or the rate of the job they are assigned to, whichever is higher for a period of twenty (20) consecutive working days. If after twenty (20) consecutive working days the employee remains displaced out of seniority order, then the employee shall be paid one (\$1.00) per hour premium pay for each hour worked thereafter, out of lines of seniority. This provision does not apply to situations mutually agreed to by the Union and Company (ex medical).

19.5A An employee may be transferred to a lower paid classification at the employee's request or because of physical disability. If transferred, the employee will receive the regular rate of pay for the job to which he or she is assigned.

19.5B In the event an employee due to physical disability is unable to perform his or her regular job assignment, the Company may assign them to another job at which time he or she will be paid the rate of the job to which he or she is assigned, or he or she may decline such job and return to work when capable of performing his or her regular job. An employee will return to work in accordance with the Transitional Duty policy and will be assigned work in accordance with that policy.

19.5C Where an employee is temporarily transferred to a lower paid classification out of his or her department to avoid a layoff due to lack of work in his or her department, the employee will be paid the regular rate of pay for the job to which he or she is assigned.

19.5D Employees transferred at the Company's request outside their department and out of lines of seniority shall receive their man rate or the rate of the job they are assigned to, whichever is higher. In the event that the transfer exceeds twenty (20) consecutive working days then the employee will be paid a one (\$1.00) per hour premium for each hour worked thereafter, out of lines of seniority.

Per Interest-Based Discussions, no further changes are required to existing Article 19.8 language given the Company's commitment to comply and adhere to the spirit and intent of amended said language. Specifically,

1. Operations management will ensure that this language will not be abused and instead comply with movement of membership employees within the prescribed timeframe.
2. Human Resources will ensure that such manufacturing direction regarding Article 19.8 will be executed and administered according to the spirit and intent of contract language.
3. Operations management and Human Resources administration, through appropriate invoking of said language, will ensure that employees are not "whip-sawed" back and forth to accommodate short-term shop floor needs.
4. For purposes of this article a "day" is equivalent to any time worked in excess of 4 hours.

19.5E A man rate has been established for each direct employee. The only time a direct employee will receive a higher rate of pay is when he is assigned to a

job where the job rate exceeds his man rate.

Direct employees shall receive the rate of the job performed when they are assigned out of department in seniority order, when they are reassigned at their request, when they are reassigned as a result of inability to perform the assigned work, when they bid to a different classification or when they volunteer to work outside their department during the vacation shutdown period

19.6 Night Shift Differential

19.6A A bonus of twenty-five (25) cents per hour will be paid to all employees on the second or third shift.

19.7 Payday will be Friday. Effective January 1, 2009, employees' wages will be paid through direct deposit each payday.

19.8 Any current active employee that is red-circled as of August 30, 2009, will have their rate of pay adjusted to the rate of pay as listed in Current Active Employee Wage Appendix A & B, for the respective classification.

19.9 Wage Adjustments

Based on wage information collected by the Wisconsin Department of Workforce Development (WDWD) for comparable occupations, the following wage adjustments will take effect on September 2, 2012.

Wage Group	WDWD Change	Wage Adjustment
Active Employees as of 8/30/2009	Cumulative increase of less than 10% since 8/30/2009	0% Total wage increase
	Cumulative increase of 10% or greater since 8/30/2009	2% Total wage increase
New Hires and Employees recalled after 8/30/2009	Cumulative increase of less than 5% since 8/30/2009	0% Total wage increase
	Cumulative increase of 5% or greater since 8/30/2009	5% Total wage increase

Based on wage information collected by the Wisconsin Department of Workforce Development (WDWD) for comparable occupations, the following wage adjustments will take effect on August 31, 2014.

Wage Group	WDWD Change	Wage Adjustment
Active Employees as of 8/30/2009	Cumulative increase of less than 4% since 8/31/2012	0% Total wage increase
	Cumulative increase of 4% or greater since 8/31/2012	1% Total wage increase
New Hires and Employees recalled after 8/30/2009	Cumulative increase of less than 4% since 8/31/2012	0% Total wage increase
	Cumulative increase of 4% or greater since 8/31/2012	4% Total wage increase

ARTICLE XX, SUPPLEMENTAL PAY

20.1 Funeral Pay

In case of necessary absence of an employee to attend a funeral of a member of his or her immediate family (spouse, mother, step-mother, father, stepfather, legal guardian, child, stepchild, sister, stepsister, brother, stepbrother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather and grandchildren) such employee will be paid for up to three (3) consecutive actual work days lost, provided one of those three days is the day of the funeral, at base rate for indirect employees and the individual's man rate for direct employees, not to exceed eight (8) hours per day. In cases where a memorial service or burial service is to be conducted on a later date after the funeral service, then one of the three (3) days may be reserved and used at that time. In the case of the death of a foster child living in the employee's home or the death of the employee's grandparents-in-law, the Company will pay employee's actual working time lost, but not to exceed eight (8) hours, to attend the funeral. In the case of the death of an employee's aunt or uncle that is related by blood, the employee will be granted up to one unpaid work day

of excused absence to attend the funeral. No funeral leave will be paid for Saturday or Sunday, or any day on which holiday pay or vacation pay is paid. An employee called upon to be a pallbearer at the funeral of a deceased employee shall be paid for four (4) hours.

Should the employee be on vacation (other than vacation shutdown) when the death occurs, the employee may reschedule vacation time beginning with the next day following the death.

20.1A This pay does not apply to employees who are on vacation, holiday, layoff, or leave of absence. The employee will, upon request, furnish the Company with satisfactory proof of the death and the relationship to the deceased.

20.1B Administratively third shift employees will be allowed funeral pay for the shift of work immediately following the day of the funeral but not to exceed three (3) days in accordance with the Labor Agreement.

20.2 Jury Duty Pay

20.2A An employee who has completed the probationary period is summoned to and reports for jury duty or jury examination shall be paid the difference between the daily amount received for jury duty or jury examination and the employee's man rate for direct employees and the base rate for indirect employees, for jury duty or jury examination performed during those hours of work which the employee would otherwise have been scheduled to work but does not.

20.2B This provision shall not apply where an employee voluntarily seeks such service.

20.2C To be eligible for such payments, an employee must notify the Company as soon as possible prior to the first day of required absence for jury duty, and furnish a written statement from the appropriate public official listing dates and pay received for jury duty.

20.2D Employees selected for jury duty that are on other than the first shift will be assigned to

the first shift for those days they are required to serve as jurors.

20.2E When an employee is excused from jury service either temporarily or permanently on a scheduled work day, the employee shall promptly report to work to complete any remaining hours of the scheduled work day.

20.3 Call-In Pay

An employee called back to work after termination of his or her regular shift shall receive no less than four (4) hours of work or four (4) hours pay at the applicable overtime rate. This Section shall have no application where an employee is notified of overtime work while on his or her regular shift.

ARTICLE XXI, GROUP HEALTH BENEFITS

21.1 The Company agrees to maintain for employees while employed under this Agreement, the Group Health Benefits in effect as of the date of this Agreement. The group health benefits for employees who either quit, retire, are laid off or who are terminated will cease upon the date of employment termination. Working spouses who have access to coverage through their employer must enroll with their employer coverage as primary, regardless of the cost or plan design.

21.2 All employee healthcare contributions and plans (and any benefit plans to be offered in the future) will be set by the Company. Employee contributions may be adjusted annually and the maximum increase to an employee's contribution will be limited to 15% per year. Effective August 30, 2009, any co-pay associated with the former Mercury Marine Family Medical Center (now known as Agnesian Healthcare Fond du Lac Regional Clinic West) will be eliminated.

21.3 The following schedule of benefits shall apply during the term of this Agreement as indicated.

(Chart on following page)

Effective August 30, 2009

Short Term Disability	<p>Benefits will be administered by a disability management designee. Short-term disability (STD) provides income for up to 24 weeks at a rate of 60% of your pre-disability weekly earnings, up to a maximum of \$500. The minimum weekly benefit is \$25. STD benefits begin on the 15th day following a non-occupational accidental injury, illness or pregnancy.</p> <p>You are considered disabled when, because of injury, sickness or pregnancy, you are unable to perform the material and substantial duties of your regular job. There are a few disabilities that are excluded from STD coverage. These include any disability caused by war or act of war, an intentionally self-inflicted injury, occupational sickness or injury, active participation in a riot, and commission of a crime for which you have been convicted. Benefits are not payable for any period of incarceration as a result of a conviction</p>
Life Insurance, A.D. & D.	\$50,000
Optional life insurance for employees, spouses and eligible dependents	Employee-paid through Company's provider.

21.4 Employees are not eligible to receive Short Term Disability benefits for any days in which they receive either holiday or vacation pay.

21.5 Recurrent related and unrelated disabilities will be considered a new disability if the employee has returned to work for 30 calendar days.

21.6 The company reserves the right to eliminate wellness offerings (including but not limited to: Health Risk Assessments (HRA's), fitness center, smoking cessation program) at any time.

ARTICLE XXII, RETIREMENT PLAN

22.1 An employee may retire during the term of this Agreement after attaining age sixty-five (65) without an actuarially reduced pension benefit.

22.2 For purposes of computing an employee's number of years of credited service, hours worked computed to the nearest 1/12 year of service, including hours worked after the attainment of age sixty-five (65) shall be considered for the purpose of determining pension benefits under this Agreement. Effective June 23, 1997, the maximum years of credited service under this plan shall be forty (40) years. Effective June 19, 2000 there will be no limit to the maximum years of credited service under this plan.

22.2A All employees who retire after June 16, 2007, shall receive a pension benefit according to the following formula:

Multiplying forty-eight dollars (\$48) by the number of years of credited service, as of 12/31/2009, computed to the nearest 1/12.

22.3 Vesting rights for individuals with five (5) years of credited service or more shall be effective January 01, 1989. Employees not vested with 5 years of credited service or more as of 12/31/2009 or hired after 8/21/2009 will not be entitled to pension benefits.

22.4 The Company further agrees to furnish the Union on an annual basis an actuarial statement certifying that the plan is properly funded to provide for the above benefits.

22.5 An employee terminating after June 13, 1994, who has completed five (5) years of credited service is eligible to receive the full accrued benefit at age sixty-five (65) or he or she may elect to receive a pension commencing on or after attaining age sixty (60) but reduced by two (2%) percent or fraction thereof for each year that early retirement precedes age sixty-five (65). The employee may elect to receive his or her pension as a Life Annuity, subject to spousal approval if required, as a 50%, 66 2/3%, 75% or 100% Last Survivor benefit or as a 50% or 100% Joint and Survivor Spousal Pop-up benefit.

Employees retiring between the ages of 60 to 65 may, but before 12/31/2009, elect to obtain health care benefits. It is expressly recognized that one-half the contribution necessary to maintain this plan shall be paid by the retiree employee. It is also expressly agreed that any increase in the required contribution rate shall be paid one-half by said employee. Upon failure of the employee to make the necessary contribution, all coverage under this plan will cease.

Coverage for the employee will cease upon the employee attaining the age of 65 or becoming eligible for Medicare, whichever occurs first. Coverage for dependents is limited to the employee's spouse at the time of retirement. Coverage for the spouse would normally terminate upon the death of the employee or upon the employee becoming eligible for Medicare. However, the spouse may elect to continue single coverage by continuing to make the contribution required for single coverage. Coverage for the spouse will cease upon the spouse attaining age 65, becoming eligible for Medicare or by failing to make the required contribution.

The health care coverage provided retired employees under this program are created as a result of collective bargaining. Consequently the benefits provided hereunder may be altered and/or terminated pursuant to future Collective Bargaining Agreements. After 12/31/2009, choice of plan(s), retiree contributes full cost of the plan, cost set annually by the Company. The company reserves the right to eliminate wellness offerings (including but not limited to: Health Risk Assessments (HRA's), fitness center, smoking cessation program) at any time.

This paragraph only applies to an employee that retires prior to 12/31/09. All eligible charges will be subject to a \$400 per person deductible per year if in network, and \$600 per person deductible per year if out of network. Plan then pays 80% of eligible charges per person if in network, and 50% of eligible charges per person if out of

network thereafter, subject to a \$500,000 lifetime maximum. In-network out of pocket maximum is \$1,500 per person per year. Out of network out of pocket maximum is \$5,000 per person per year.

Note: If an active employee dies prior to 12/31/2009 and during the surviving spouse's COBRA eligibility period, the employee would have met the age and service requirements for retiree medical, the surviving spouse will be considered eligible for retiree medical as if the employee had remained alive and employed. In this case, an active employee is defined as one who is actively on payroll and is not on any type of leave of absence.

22.6 A 50% Survivor's benefit for employees age fifty-five (55) with five (5) years of service but not eligible for early retirement will be provided based upon the employee's years of participating service times the current benefit rate at the time of death, reduced by 2% or fraction thereof for every year death occurred prior to age sixty-five (65), factored by an amount determined by the age of the spouse at the time of the employee's death.

22.7 Employees who are totally and permanently disabled as defined by the Social Security Administration may be eligible for disability retirement after five (5) years of credited service with the Company and no age requirement.

22.8 \$1,000.00 Death Benefit for retirees after 06/16/66. \$1,500.00 Death Benefit for retirees after 06/17/84. \$2,000.00 Death Benefit for retirees after 06/16/85. \$3,000 death benefit for retirees after 6/18/2000. \$4,000 Death Benefit for retirees on or after 06/23/08 but before 12/31/2009.

22.9 All aspects of this employee pension plan shall conform to the Employee Retirement Income Security Act.

22.10 Effective 1/1/2010, a "hard" freeze is in effect on the pension plan. In no event will any Participant accrue any additional benefits under the Plan for any period after December 31, 2009 ("pension freeze date"). For this purpose:

- a. Benefit Service will not include any service for any period after the pension freeze date for any purpose for any Participant under the Plan.
- b. The monthly benefit in effect on or after June 16, 2007, equivalent to \$48 times years of benefit service, will remain frozen without any increase for any purpose for any Participant under the Plan.
- c. The monthly benefit for any Participant who has not terminated employment prior to the pension freeze date will be determined as if such participants had terminated employment with Brunswick on the pension freeze date.
- d. Benefits for Participants terminating employment prior to June 16, 2007 will be calculated using the monthly benefit in effect per the Agreement and Plan Document as of the date of such Participants' termination without any increase for any purpose for any Participant under the Plan.

22.11 Effective January 1, 2010, the match formulas in the Brunswick Retirement Savings Plan for Participants in the Union will be: a guaranteed matching contribution of 50 cents on the dollar for every dollar contributed up to 6% of eligible compensation.

ARTICLE XXIII, CHECKOFF & UNION SECURITY

23.1 During the term of this Agreement or any extension of this Agreement, the Company will deduct the monthly dues for membership in the Union from the earnings of each employee in the bargaining unit who individually and voluntarily in writing has authorized the Company to do so.

23.1A The Company shall deduct such dues from the earnings payable to such employees each month and shall pay such amount to the IAMAW.

23.1B Authorization and revocation of

authorization must be made on the forms agreed upon between the Company and the Union.

- 23.1C As a condition of continued employment, all employees hired after the date of this Agreement shall within or at the completion of their probationary period, become and remain members in the Union during the term of this Agreement. As a condition of continued employment, all present employees of the Company in classifications covered by the labor Agreement as of the signing date of this Agreement shall within thirty (30) days become members of the Union and shall during the term of this Agreement maintain their membership in the Union.
- 23.1D The Company will, within three (3) working days after receipt of notice from the Union, discharge any employee who is not in good standing or who fails to become a member in good standing as required by the preceding paragraph.
- 23.1E Should there be any question regarding an employee's delinquency, it shall be the Union responsibility to establish this fact to the Company.
- 23.1F The Union will, herewith indemnify the Company of any liability in the enforcement of the preceding paragraphs.
- 23.1G Upon receipt of a signed authorization of the employee, the Company shall deduct from the employee's paycheck the dues payable by him or her to the Union during the period provided for in said authorization.
- 23.1H Deductions shall be made for authorized Union dues from the first pay day, check-off is made, after the receipt of authorization and monthly thereafter until terminated by the employee in accordance with the provisions of the deductions authorization.
- 23.1I The Company will deduct contributions

to the Machinist Non-Partisan Political League from the earnings of each employee in the bargaining unit who individually and voluntarily in writing has authorized the Company to do so. Deductions shall be made monthly thereafter until terminated by the employee in accordance with the provisions of the deductions authorization.

ARTICLE XXIV, SAFETY

24.1 The Company will furnish and maintain safe and healthful sanitary conditions including clean and adequate washing facilities and toilets.

Safety equipment will be furnished to all employees where required by the Company.

24.2 The Company will notify the Union of all industrial lost time accidents which occur within the Plant within twenty-four (24) hours of their occurrence. Employees will be paid at base rate for indirect employees and the individual's measured day work rate for direct employees for the first day of time lost due to an occupational injury if directed by the Physician to refrain from further work that day.

Employees who suffer a traumatic work related injury that necessitates treatment in a physician's office or in an emergency room and who are thereafter absent from work because of such traumatic injury shall not suffer a loss of wages. (Clarification of traumatic injury from 2004 negotiations: A one time, single event that results in immediate, visible physical injury to one's body. Witnesses will be taken into account when making a determination of the traumatic nature of non-visible injuries). Employees shall be compensated a maximum of eight (8) hours at the applicable straight time rate for each day of absence up to a maximum of three (3) days absence provided, however, that there shall be no payments for any day that the employee is eligible for benefits under the workman's compensation statute.

Upon his or her return to work, subsequent doctor's appointments causing lost time from work from their

scheduled shift shall be compensated, as set forth above, for such lost time.

24.3 The Union Safety Representative from the respective Plant will be permitted to accompany Company Safety Inspection Committee on scheduled safety inspections; and inspections by authority of the Occupational Health and Safety Act. Such Union representative shall be paid at their man rate or indirect rate, whichever is applicable.

24.4 For purposes of safety, no employee shall be required to work alone unless another employee is in the area.

ARTICLE XXV, MISCELLANEOUS

25.1 An employee may be discharged or disciplined by the Company for a good and sufficient cause. Any employee found to have deliberately or through gross incompetence or gross negligence made scrap, or passed on inferior part, or faulty material, shall be subject to disciplinary action up to and including discharge. The parties to this Agreement recognize that there must be quality workmanship and it is the intent of both parties to do everything possible to improve quality production. Upon being notified of a suspension or a discharge, the employee may leave his department and report to the Human Resources Office. (Night shift employees may report the following day.) In such cases, the Human Resources Manager shall immediately notify the Chairman of the Shop Committee or his designated representative who shall be given the opportunity to review the case with the employee involved and the representatives of the Company before the employee is requested to leave the premises of the Company. Copies of all disciplinary notices now received by the Union shall be furnished to the Union Shop Committee within five (5) working days from the date of issuance.

25.1A If a dispute between a Union and salaried employee occurs that involves mutual physical contact, both parties will immediately leave Company premises for a period not to exceed 72 hours/3 work days while an investigation is

conducted. The intent is to deal equitably with both parties during the investigation.

Any Union member found to be in violation of a work rule or policy will be interviewed with appropriate Union representation present, and disciplined accordingly. Any Union member found not to be in violation of a work rule or policy will be made whole for any losses incurred during the time the investigation was conducted.

25.2 Should there be a dispute between the Company and the Union as to the existence of good and sufficient cause of discharge or discipline, such dispute shall be adjusted as a grievance in accordance with the terms of this Agreement.

25.3 The Company shall furnish the Union, once each month, with listings showing all new hires, termination's, current classifications, seniority, leaves of absence, layoffs, transfers, reclassifications, and recalls.

25.4 The Company and Union agree to abide by the terms and conditions of the Apprenticeship Standards Bargaining Unit Trades as developed and approved by the parties to this Labor Agreement and which are in compliance with the guidelines developed by the Department of Industry, Labor and Human Relations and the United States Department of Labor, Apprentice Division.

25.5 The Company agrees to assign inventory work in accordance with seniority option and the employee's ability to perform the assigned work. Should the Company not get sufficient qualified volunteers, the least senior qualified employees must work. All employees working on inventory will receive their man rate or the rate of the job, whichever is higher.

25.6 Relocation Agreement

In the event of a transfer or relocation of an operation or operations to another facility covered by this Agreement, the following provisions shall apply:

- A. Where the operations are to be transferred or relocated to another facility covered by this

Agreement, employees who are affected by the transfer or relocation shall be notified at least thirty (30) days prior to the date the operations are to be transferred or relocated.

- B. Where the complete production operations of a facility covered by this Labor Agreement are transferred or relocated to another facility covered by this Labor Agreement employees with the proven ability in order of seniority will be offered the opportunity to transfer with the work providing their seniority is greater than the employees in the receiving plant. (Proven ability shall be defined, for purposes of this Article, as having held the occupational title of the job being transferred during their employment with Mercury Marine, and the ability to perform the job at acceptable performance levels.) The employee must exercise his "proven ability" rights on the most recent job he or she has held that is being transferred.
- C. When sufficient numbers of jobs are moved from one plant covered by this Labor Agreement to another plant covered by this Labor Agreement which results in and of itself a permanent layoff, employees holding the occupational title and job class of the jobs transferred will be offered the opportunity to transfer with the work in order of seniority (the most senior employee having the occupational title and job classification given the first opportunity provided they have the ability to perform the job transferred).
 - 1. Where the entire production operations have not been transferred or relocated from a facility covered by this Agreement, in accordance with Paragraph C of this Section, an employee may decline an offer to transfer or relocate to a facility covered by this Agreement and shall be entitled to exercise seniority at his/her plant in accordance with the Labor Agreement and shall be paid in

accordance with the Labor Agreement.

2. Where the entire production operations have not been transferred or relocated from a facility covered by this Agreement, in accordance with Paragraph C of this Section, an employee not offered an opportunity to transfer or relocate to a facility covered by this Agreement shall be entitled to exercise seniority at his/her plant in accordance with the Labor Agreement and shall be paid in accordance with the Labor Agreement.
3. In the event an employee whose entire production operations have not been transferred or relocated, in accordance with Paragraph C of this Section, is unable to exercise seniority at his/her plant in accordance with the Labor Agreement or is displaced by an employee declining a transfer or relocation to a facility covered by this Agreement, such employees shall be placed on layoff status with recall rights in accordance with the Labor Agreement.

- D. Any employee transferring with the job in accordance with Article 25.6, B or C through C.3, or any employee who is recalled to his original seniority department held prior to plant closure, shall maintain his seniority in accordance with Article IX and shall receive the job rate established for the job or operation in the facility where the operation is being transferred, while employed in that seniority department.
- E. Employees notified of a transfer or relocation shall notify the Company within fifteen (15) calendar days from the notification of the transfer or relocation of their acceptance and must report for work on the date designated by the Company or forfeit transfer or relocation rights unless the employee has a reasonable and acceptable excuse.

25.7 Discontinuance of Operations

1. The following provisions of this Article shall govern the granting and disbursement of severance and termination rights and benefits for employees with one (1) or more years of seniority in the bargaining unit whose employment relationship under this Agreement is terminated by the Company due to the transfer, relocation or discontinuance of the production operations of an entire facility or a component manufactured in that facility, located in Fond du Lac, Cedarburg or Oshkosh which are covered by this Agreement.
2. Employees who are on the active payroll roster or an approved leave of absence, or on layoff for thirty (30) days or less prior to the announced plant closure date, with one (1) or more years of seniority at such time and whose employment at such facility is terminated solely for such reason, shall be eligible to receive severance pay as provided in Section 3 following.
3. The Company will give notice of its decision to close a plant a minimum of three (3) months in advance of a plant closing date to the Union and to employees concerned. Such notice will include the date when terminations of represented employees, because of the plant closing, are expected to begin.

Where the economic realities indicate a discontinuance of an operation or the cessation of the manufacturing of a component, the Company will, in accordance with the Collective Bargaining Agreement, notify all affected employees and meet with the Union to discuss the impact, if any, on current employees.

An affected employee may elect to go on normal layoff status OR terminate employment permanently and be eligible for the below described Company assistance.

1. Where employees are affected to the extent that their jobs are permanently discontinued, then the Company agrees to discuss the effects of the closing.

Any active employee from the affected operation or unit may volunteer to be permanently severed and have the above assistance apply.

The severance and termination benefits described above are payable provided:

1. The employee is terminated solely by reason of a Company decision in Paragraph 1.
2. During the sixty (60) day period prior to the transfer, relocation or discontinuance of the operations at the current facility, the employee is not absent without a reasonable excuse and has cooperated with an orderly shutdown of operations.
3. Any employee who engages in or honors a violation of Article XVII shall be excluded from any severance benefits.
4. An employee who has not rejected severance pay under 25.7 (6) of this Article.
4. It is understood that employees who voluntarily terminate their employment or who are terminated for any justifiable reason except as set forth above, shall not be entitled to any severance or termination benefits under this Article.
5. In addition to the severance benefits set forth in this Article, employees shall receive vacation pay in accordance with Article 8.9 of the Labor Agreement.
6. An employee who does not possess the ability and seniority as defined in Article 25.6 to be transferred or an employee who has declined an offer of transfer may elect to accept severance pay immediately upon closure of the operations or may defer

severance pay for up to six (6) months at which time the employee must elect to accept severance pay or lose all rights to severance pay. An employee who rejects his/her option to severance pay may exercise their rights under Article 25.6B. An employee who elects to exercise his/her rights under Article 25.6B must accept a transfer as offered under these provisions or forfeit their employment rights under this Labor Agreement.

7. It is understood and agreed that the provisions of this Article and related Articles encompass all of these terms and conditions relating to employment, transfer and termination rights of employees covered by this Agreement and are in full accord and satisfaction of any and all rights, duties and obligations of Company arising out of or in connection with any such transfer, relocation or discontinuance of operations of an entire facility of the Company or of a component manufactured in a facility covered by this Agreement except those established under the Employee Retirement Income Security Act, State Workers Compensation and Unemployment Compensation Acts.
8. In the event that the complete production operations of a facility covered by this Labor Agreement are discontinued, Management and the Union will meet to discuss the effects of integrating the seniority of affected employees into the total remaining Fond du Lac seniority.

25.8 Bulletin Boards For Union Notices

The Company shall provide a Bulletin Board, at a location to be designated by the Company on its premises, for the purpose of posting official Union notices. Said notices shall not be of a controversial, political, or inflammatory nature and shall be submitted to the Company's designated representative for approval

prior to posting.

ARTICLE XXVI, DURATION OF AGREEMENT

26.1 This Agreement will remain in full force and effect until August 27, 2016 and from year to year thereafter unless modified or terminated in accordance with the following provisions.

26.2 Should either Party wish to modify or amend any provision of this Agreement, or to terminate said Agreement, as of August 27, 2016, notice of desire to modify, amend or terminate the Agreement shall be given to the other Party not more than ninety (90) days nor less than sixty (60) days prior to August 27, 2016.

26.3 In the event no Agreement has been reached by the effective date of the notice to terminate, all rights and obligations under the Agreement will become void and the Agreement will terminate.

26.4 This Agreement expresses the total understanding of the Parties on the subject of wages, hours, conditions of employment and all matters pertaining to the relations between the Union and the Company. It represents and is the result of concessions made by both Parties, which have included a number of matters initially proposed by both Parties as subjects for inclusion in this Agreement but which were later dropped or modified as a result of and in exchange for concessions on other matters which were proposed. The Parties acknowledge further that each had the unlimited right in these negotiations to propose any matters which are proper subjects for collective bargaining. Accordingly, any new matter, economic or non-economic, whether or not it pertains to a subject covered herein, and whether or not it was raised in the negotiations that produced this Agreement, is specifically waived by both Parties as subject for bargaining during the life of this Agreement. Nothing contained herein, however, shall interfere with an employee's right to raise a grievance which involves a claim that the Company has violated a specific clause of this Agreement. The specific provisions of this Agreement shall be the sole source of any rights which the Union or any member of the bargaining

unit may charge the Company has violated in raising a grievance.

ARTICLE XXVII, SUPPLEMENTAL WORKFORCE

27.1 Mercury Fond du Lac may have Supplemental workers in a number not to exceed 25% of the Fond du Lac IAM workforce. The percentage will be measured on a quarterly basis.

27.2 All Supplemental workers will become IAM members after ninety (90) days.

27.3 All displaced regular full-time employees will be returned to their bid department before any Supplemental worker can be added to that department.

27.4 No supplemental worker will be added when any full-time (except trades or "opted-out") employee is on layoff.

27.5 Supplemental workers will be allowed to be utilized throughout the year.

27.6 Supplemental workers will be paid at the market rate, with management's discretion to pay a higher rate, provided that the rate of pay does not exceed the classification rate for full time employees.

27.7 Supplemental workers will have no seniority rights and will not be covered under any provisions of this contract.

27.8 Supplemental workers will be entitled to a limited benefits package. Supplemental workers will be eligible for holiday pay and five (5) days vacation after completing one (1) year of service.

APPENDIX A

Effective August 30, 2009 the Direct Wage Schedule
for current active employees will be:

Job Rate

Plant	Classification	Wage Rate
<u>Manufacturing Plant 15</u>		
Machining	Machinist Technician - Salvage Machinist - Production Weld Specialist	\$22.08
Assembly	Assembly Technician II/End of Line Repair Assembly Technician III	\$21.32 \$22.15
Paint	Paint Technician I Paint Technician II	\$20.95 \$21.68
<u>Gears & Shafts/ Heat Treat Plant 4</u>		
Machining	Machinist Technician Set Up	\$22.08 \$23.01
Heat Treat	Heat Treat Technician	\$22.08
<u>Casting Plant 17</u>		
Trim Metal Melt	Trim Operator / Salvage Repair Metal Melter & Hauler	\$21.33 \$22.15
Die Cast	Casting Operator Die Cast Set Up	\$22.62 \$23.27
<u>Investment Casting Plant 98</u>		
All Direct	Investment Casting Machinist Investment Casting Technician II Investment Casting Technician III	\$22.08 \$21.64 \$22.20

APPENDIX A

Effective August 30, 2009 the Direct Wage Schedule
for new hires and recalled employees will be:

Job Rate

Plant	Classification
<u>Manufacturing Plant 15</u>	
Machining	Machinist Technician - Salvage Machinist - Production Weld Specialist
Assembly	Assembly Technician II/End of Line Repair Assembly Technician III
Paint	Paint Technician I Paint Technician II
<u>Gears & Shafts/ Heat Treat Plant 4</u>	
Machining	Machinist Technician Set Up
Heat Treat	Heat Treat Technician
<u>Casting Plant 17</u>	
Trim Metal Melt	Trim Operator / Salvage Repair Metal Melter & Hauler
Die Cast	Casting Operator Die Cast Set Up
<u>Investment Casting Plant 98</u>	
All Direct	Investment Casting Machinist Investment Casting Technician II Investment Casting Technician III

0-26 Weeks	27-52 Weeks	53-78 Weeks	79-104 Weeks	105-130 Weeks	Job Rate After 130 Weeks
\$13.79	\$14.29	\$14.79	\$15.29	\$15.79	\$16.29
\$11.50	\$12.00	\$12.50	\$13.00	\$13.50	\$14.00
\$11.75	\$12.25	\$12.75	\$13.25	\$13.75	\$14.25
\$11.50	\$12.00	\$12.50	\$13.00	\$13.50	\$14.00
\$11.75	\$12.25	\$12.75	\$13.25	\$13.75	\$14.25
\$13.79	\$14.29	\$14.79	\$15.29	\$15.79	\$16.29
\$14.54	\$15.04	\$15.54	\$16.04	\$16.54	\$17.04
\$13.79	\$14.29	\$14.79	\$15.29	\$15.79	\$16.29
\$12.19	\$12.69	\$13.19	\$13.69	\$14.19	\$14.69
\$13.19	\$13.69	\$14.19	\$14.69	\$15.19	\$15.69
\$14.19	\$14.69	\$15.19	\$15.69	\$16.19	\$16.69
\$14.94	\$15.44	\$15.94	\$16.44	\$16.94	\$17.44
\$13.79	\$14.29	\$14.79	\$15.29	\$15.79	\$16.29
\$13.32	\$13.82	\$14.32	\$14.82	\$15.32	\$15.82
\$13.88	\$14.38	\$14.88	\$15.38	\$15.88	\$16.38

Appendix A - Direct Wage Schedule - Page 2 of 2

APPENDIX B

Effective August 30, 2009 the Indirect Wage Schedule
for current active employees will be:

Job Rate

Occupation Title	Grade	Job Rate
SUPPORT TECH I	1X	
Support Tech I includes the following historical job classifications		
Warehouse Utility Operator		16.32
Plant Janitor (Plant #3, #4, #15)		19.94
Shop Sweeper		20.26
Plant 3 only Material Tech I (Parts Wrapper, Packer, Hand Trucker, Material Handler, Towing Tractor Operator, Auto Bagger)		20.26
Maintenance Cleaner		20.43
Janitor - Plant 17/98		20.78
Maintenance Laborer		20.78
Plant 3 only Material Tech II (Shipping & Rcvg. Clerk, Stock Clerk, Foam Service Boxer, Service Order Proc, Power Trucker, Cycle Counter, Power Truck Hi-Lift, Expeditor, Guided Equipment Operator, Jones Machine, Return Goods Clerk)		20.78
Plant 3 only Material Tech III (Parcel Post UPS, Prepare for Shipment, Expeditor Cartons, Service Inspector, Prepare For Ship PP/UPS)		21.32
Material Technician IV (Plant #95)		21.74
Oiler (Machine Shop)		20.95
Oiler (Die Cast)		21.17
SUPPORT TECH II	2X	
Support Tech II includes the following historical job classifications		
Power Trucker (Die Cast)		20.78
Defective Material Processor		20.95
Bench & Final Inspector		20.95
Material Tech II		20.78
Material Tech III		21.32
Floor Inspector		21.32
Floor Inspector (Hot)		21.94
Casting Quality Coordinator		22.35

Occupation Title	Grade	Job Rate
SUPPORT TECH III	3X	
Support Tech III includes the following historical job classifications		
Trim Press Set-Up		22.15
Die Degreaser		20.95
Water Treatment Operator		21.17
Water Treatment/Maint. Operator		21.32
Die Cast Set-Up Prep		21.32
Production Welder		21.17
Laborer - Plant 98		20.78
Pneumatic Tool Repair		21.51
Crib Attendant		21.17
Gauge Crib Attendant #15		21.32
Ceramic Shell Maker		21.74
SUPPORT TECH IV	4X	
Support Tech IV includes the following historical job classifications		
JIT Truck Driver		20.95
Local Truck Driver		20.95
Semi-Truck Driver		21.74
Material Tech IV (w/CDL- #95)		21.74
SUPPORT TECH V	5X	
Support Tech V includes the following historical job classifications		
Blender Mechanic-TTX Operator		21.94
Carpenter		22.57
Furnace Maintenance Mechanic Plt 98		22.76
Maintenance Welder Plant #17		23.01
Die Cast Supertech		23.01
Power Truck Mechanic		23.93
SUPPORT TECH VI	6X	22.76
Support Tech VI includes the following historical job classifications		
Group Leader Plant 3		21.74
Group Leader Materials		22.15
Group Leader Paint		22.35
Group Leader Assembly		23.01
Group Leader Machining/Heat Treat		23.01
Group Leader Casting		23.46

Appendix B - Indirect Wage Schedule - Page 2 of 2

APPENDIX B

Effective August 30, 2009 the Indirect Wage Schedule
for current and future active Trades employees will be:

Job Rate

Occupation Title	Grade	Job Rate
TRADES		
Display Carpenter		23.93
Mechanic Specialist		23.92
Tool & Cutter Grinder		23.93
Tool & Cutter Grinder (GL)		24.86
Electrician		26.07
Maintenance Mechanic		26.07
Tool Maker		26.07
Die Maintenance Technician		26.36
Electrician - High Voltage		26.36
Electrician (Foundry)		26.36
Furnace Maintenance Mech. (#17)		26.36
Central Maintenance Mechanic (CHVAC)		26.36
Maintenance Mechanic (Foundry)		26.36
Pattern Maker (Metal)		26.36
Group Leader - Trades		26.58
Display Carpenter Apprentice		
Die Maintenance Apprentice		
Electrician Apprentice		
Foundry Electrician Apprentice		
Furnace Maintenance Apprentice		
Maint. Mechanic Apprentice		
Die Cast Maint Mechanic Apprentice		
Mechanic Specialist Apprentice		
Tool & Cutter Grinder Apprentice		
Tool Maker Apprentice		

(1) No Progression for skilled trades or
apprenticeable occupations.

APPENDIX B

Effective August 30, 2009 the Indirect Wage Schedule for new hires and recalled employees will be:

Job Rate									
Occupation Title	Job	Grade	0-26 Weeks	27-52 Weeks	53-78 Weeks	79-104 Weeks	105-130 Weeks	After 130 Weeks	
SUPPORT TECH I	F57601	1X	11.00	11.50	12.00	12.50	13.00	13.50	
Support Tech I includes the following historical job classifications									
Warehouse Utility Operator									
Plant Janitor (Plant #3, #4, #15)									
Shop Sweeper									
Plant 3 only Material Tech I (Parts Wrapper, Packer, Hand Trucker, Material Handler, Towing Tractor Operator, Auto Bagger)									
Maintenance Cleaner									
Janitor - Plant 17/98									
Maintenance Laborer									
Plant 3 only Material Tech II (Shipping & Rcvg. Clerk, Stock Clerk, Foam Service Boxer, Service Order Proc, Power Trucker, Cycle Counter, Power Truck Hi-Lift, Expeditor, Guided Equipment Operator, Jones Machine, Return Goods Clerk)									
Plant 3 only Material Tech III (Parcel Post UPS, Prepare for Shipment, Expeditor Cartons, Service Inspector, Prepare For Ship PP/UPS)									

APPENDIX B

Effective August 30, 2009 the Indirect Wage Schedule for new hires and recalled employees will be:

Job Rate

Occupation Title	Job	Grade	0-26 Weeks	27-52 Weeks	53-78 Weeks	79-104 Weeks	105-130 Weeks	After 130 Weeks
SUPPORT TECH I (Continued)	F57601	1X	11.00	11.50	12.00	12.50	13.00	13.50
Support Tech I includes the following historical job classifications								
Material Technician IV (Plant #95)								
Oiler (Machine Shop)								
Oiler (Die Cast)								
SUPPORT TECH II	F57602	2X	11.75	12.25	12.75	13.25	13.75	14.25
Support Tech II includes the following historical job classifications								
Power Trucker (Die Cast)								
Defective Material Processor								
Bench & Final Inspector								
Material Tech II								
Material Tech III								
Floor Inspector								

APPENDIX B

Effective August 30, 2009 the Indirect Wage Schedule for new hires and recalled employees will be:

SUPPORT TECH II (Continued)	F57602	2X	11.75	12.25	12.75	13.25	13.75	14.25
Support Tech II includes the following historical job classifications								
Floor Inspector (Hol)								
Casting Quality Coordinator								
SUPPORT TECH III	F57603	3X	13.00	13.50	14.00	14.50	15.00	15.50
Support Tech III includes the following historical job classifications								
Trim Press Set-Up								
Die Degreaser								
Water Treatment Operator								
Water Treatment/Maint. Operator								
Die Cast Set-Up Prep								
Production Welder								
Laborer - Plant 98								
Pneumatic Tool Repair								
Crib Attendant								
Gauge Crib Attendant #15								
Ceramic Shell Maker								

Appendix B - Indirect Wage Schedule - Page 3 of 5

APPENDIX B

Effective August 30, 2009 the Indirect Wage Schedule for new hires and recalled employees will be:

Occupation Title		Job	Grade	Job Rate						
				0-26 Weeks	27-52 Weeks	53-78 Weeks	79-104 Weeks	105-130 Weeks	After 130 Weeks	
SUPPORT TECH IV		F57604	4X	14.00	14.50	15.00	15.50	16.00	16.50	
Support Tech IV includes the following historical job classifications										
JIT Truck Driver										
Local Truck Driver										
Semi-Truck Driver										
Material Tech IV (w/CDL- #95)										
SUPPORT TECH V		F57605	5X	15.00	15.50	16.00	16.50	17.00	17.50	
Support Tech V includes the following historical job classifications										
Blender Mechanic-TTX Operator										
Carpenter										
Furnace Maintenance Mechanic Pit 98										
Maintenance Welder Plant #17										
Die Cast Supertech										
Power Truck Mechanic										

APPENDIX B

Effective August 30, 2009 the Indirect Wage Schedule for new hires and recalled employees will be:

Occupation Title		Job	Grade	0-26 Weeks	27-52 Weeks	53-78 Weeks	79-104 Weeks	105-130 Weeks	After 130 Weeks
SUPPORT TECH VI									
Support Tech VI includes the following historical job classifications									
Group Leader Plant 3		F57606	6X	11.75	12.25	12.75	13.25	13.75	14.25
Group Leader Materials		F57607	7X	12.50	13.00	13.50	14.00	14.50	15.00
Group Leader Paint		F57608	8X	12.50	13.00	13.50	14.00	14.50	15.00
Group Leader Assembly		F57609	9X	12.50	13.00	13.50	14.00	14.50	15.00
Group Leader Machining/Heat Treat		F57610	10X	14.54	15.04	15.54	16.04	16.54	17.04
Group Leader Casting		F57611	11X	14.94	15.44	15.94	16.44	16.94	17.44

Appendix B - Indirect Wage Schedule - Page 5 of 5

APPENDIX C, WORK EXPECTATIONS

In order to preserve jobs and provide cost competitive products both the Union and Management recognize the necessity of working together to implement the continuous improvement principles of Lean Six Sigma in all areas of our plants.

All employees are expected to contribute to the success of the business by providing a full day's value of activities including but not limited to:

- A. Running production
- B. Providing support services
- C. Attendance at scheduled meetings
- D. Attendance in scheduled training sessions
- E. Cleanliness of their work area
- F. Application of the principles and practices of Lean Six Sigma continuous improvement
- G. Produce acceptable work and report promptly any deviations from design or quality specifications

Bargaining Unit Work will be performed in accordance with Standardized Work Charts defining the sequence of work to be performed and the nominal process cycle time (as appropriate) required to perform the work.

Fatigue Allowance will be included in the calculation of process cycle time (to be applied in accordance with the following schedule when part is handled without the aid of mechanical devices).

Piece Weight	Under 1.00 Min.	1.00 - 2.00 Min.	2.01 - 3.00 Min.	Above 3.0 Min.
Under 15#	4.0%	3.0%	2.0%	1.0%
16# - 30#	5.0%	4.0%	3.0%	2.0%
31# - 45#	6.5%	5.5%	4.5%	3.5%
Above 45#	8.0%	7.0%	6.0%	5.0%

For operations requiring the continuous manual application of the piece part to a machine tool, use the Under 1.00 minutes column to determine the fatigue allowance.

Personal Allowance of 5% will be afforded to all bargaining unit employees to be used as five minutes prior to lunch, five minutes prior to end of shift, and fourteen minutes of break time (per eight hour shift) as specified for each operational area. In the event the work day is longer than eight hours, an additional break of 5% of the hours above eight will be afforded. Example: An employee works one hour of overtime and receives three additional minutes of personal time. It is understood that the employee will only take one (1) five-minute end-of-shift wash-up period. Supervisors will have the ability to determine when the additional minutes of personal time caused by work above eight hours are scheduled to meet production needs.

Standard and accepted Industrial Engineering practices will be utilized, for example, using a stopwatch method when establishing work pace, etc.

LETTER OF UNDERSTANDING OPERATOR FLEXIBILITY

The Parties recognize that increased operator flexibility and greater operator impact on quality are essential to producing a quality product and that work rules which reduce flexibility and encourage inefficiency are contrary to the best interests of Company and employees. Therefore, it shall not be a violation of any provision of this Agreement to require employees to perform work such as inspection of prior operations, routine preventative maintenance, material handling or other such work that may cross former traditional departmental seniority lines where such work is performed incidental to or internal to their normal duties. It shall be incumbent upon the Company to provide employees with the training necessary to properly perform such work.

J.I.T. Drivers shall be able to load and unload their trucks at other than their own seniority plant. Shipping plants will supply an "expedite list" of parts that must ship, if ready for shipment, for all shifts including the weekend. Part's can be shipped if tagged with the two part production card.

**APPRENTICESHIP STANDARDS
BARGAINING UNIT TRADES
MERCURY MARINE,
A BRUNSWICK COMPANY
FOND DU LAC, WISCONSIN**

I. Apprenticeship Committee

Joint Apprenticeship Committees for each of the following plants shall be established:

Plants 3, 4, & 15	Fond du Lac
Plant 98	Fond du Lac
Plant 17	Fond du Lac

Each Plant Committee shall be comprised of three Company representatives and three Union representatives who will administer the program in that Plant. The Manufacturing Plant Committee shall be comprised of four Union representatives and four Company representatives. The Committee Members shall be selected or elected by the group they represent. The Plant Human Resources Manager shall serve as the Committee Chairperson and function as the Supervisor of Apprentices for the plant.

The Committee shall have the duty and responsibility of insuring that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, sex, age, or occupationally irrelevant physical handicap. The Company will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code for Federal Regulations, Part 30, and the equal employment opportunity regulations of the State of Wisconsin.

II. Duties and Functions of Joint Apprenticeship Committee

- A. Review established minimum entrance provisions for apprentices including qualifications and recruiting procedures.

- B. Review applications for the program and select applicants to fill apprenticeship openings.
- C. Review the apprentice's progress in manipulative skills and technical knowledge of the trade through examinations of the work records.
- D. Review apprenticeship records. All pertinent records relating to apprentices and the apprenticeship program shall be available to the Committee.
- E. Promote cooperation for the successful operation of the apprenticeship program.

III. Definitions

- A. Company - Mercury Marine, A Brunswick Company
- B. Union - Local 1947 of the International Association of Machinists and Aerospace Workers
- C. Registration Agency - The State of Wisconsin, Department of Workforce Development, Division of Apprenticeship and Training.
- D. Apprenticeship Indenture Agreement - A written agreement between the Company and the person employed as an apprentice and registered with the registration agency.

The Apprenticeship Indenture Agreement contains a statement of terms and conditions of the employment and training, a statement of the trade to be learned, a schedule of wages, schedule of trade processes, and a requirement that the apprentice attend classes in subjects related to the trade.

- E. Parties to the Apprenticeship Indenture Agreement - The apprentice and a duly authorized official of the Company, each of whom signs the apprenticeship Agreement.
- F. Definitions of Apprentice - An "Apprentice" shall mean a person who has agreed to

learn a specific trade in accordance to these standards, and who, with the employer, has signed a written Apprenticeship Indenture Agreement furnished by the registration agency.

- G. Committees - The Joint Apprenticeship Committees organized under these standards.
- H. Supervisor of Apprentices - The person employed by the Company and assigned the responsibility of performing the duties outlined in these standards. The Supervisor shall be responsible for the administration of the program; initial screening of applicants to determine basic qualifications for apprenticeship openings; see that on-the-job training and related instruction is provided; maintain records; place apprentices under written agreements and be responsible for the successful operation of the program.
- I. Standards of Apprenticeship - This entire document, including annexed appendixes. They are a supplement to the Bargaining Agreement.

IV. Selection and Qualification of Apprentices

Selection of apprentices under the program shall be made from qualified applicants on the basis of qualifications alone, and without regard to race, creed, color, national origin, sex, age or occupational irrelevant physical handicaps in accordance with objective standards which permit review, after full and fair opportunity for application; and this program shall be operated on a completely non-discriminatory basis.

Specific facts to be considered in the selection process:

- A. Age - Eighteen (18) years minimum;
- B. Health and medical examination - Medical certification that applicant is capable of physically completing the apprenticeship training and engage in the trade without

limitations;

- C. Applicant's employment record including job performance, attendance and "in-trade" experience;
- D. Willingness to live on apprentice wages;
- E. Education - Applicants should be high school graduates or present other proof of high school equivalency; special emphasis in trade-related courses and trade training;
- F. Objective interviews to check application information and permit applicant to detail or expand on any additional information which they feel may be pertinent to their application;

V. Term of Apprenticeship

The term of apprenticeship shall be established by these apprenticeship standards in accordance with the schedule of work processes and related instruction as follows:

Tool & Die Maker (Die Sinker)	10,400 hrs	Work & School
Pattern Makers (Wood & Metal)	10,400 hrs	Work & School
Tool Maker	8,320 hrs	Work & School
Maintenance Mechanic	8,320 hrs	Work & School
Maintenance Electrician	8,320 hrs	Work & School
Die Maintenance Technician	8,320 hrs	Work & School
Industrial Painter	6,000 hrs	Work & School
Furnace Maintenance Mechanic-Plant 17	8,320 hrs	Work & School
Tool & Cutter Grinder	6,240 hrs	Work & School
Mechanic Specialist	8,320 hrs	Work & School
Display Carpenter	8,320 hrs	Work & School

NOTE: Guided Equipment Maintenance is no longer considered an Apprenticeable trade

VI. Probationary Period

All apprentices shall serve a probationary period or trial period not to exceed 25% of the hours of the apprenticeship or 12 months, whichever is less. During the probationary period, the apprenticeship Agreement may be canceled at the request of either party thereto, and due notice given to the Apprenticeship Committee who shall notify the registration agency. After completion of the probationary period, the Apprenticeship Committee may for good cause recommend cancellation of the apprenticeship Agreement and notify the registration agency of their recommendations and reasons for cancellation. This shall be in accordance with the Bargaining Agreement, it is understood that apprentices are not exempt from the Bargaining Unit.

VII. Hours and Conditions of Work

Apprentices shall work the same hours during the work week and be subject to the same conditions as the skilled workers of their trade employed by the Company, in accordance with the Bargaining Agreement.

It is understood for the purpose of training, the Company shall assign apprentices to any shift or plant where such training can be accomplished and so notify the Apprenticeship Committee.

Apprentices shall at all times be under the direct supervision of the departmental Supervisor or a skilled employee in the trade.

For purposes of credit during the term of apprenticeship, the apprentices shall only receive credit for actual hours worked and actual hours of related instruction attended.

Apprentices may work overtime hours. In case apprentices are required to work overtime, they shall receive credit on the term of apprenticeship for only the actual hours worked.

VIII. Ratio of Apprentices to Skilled Employees

The ratio of apprentices to skilled employees shall be one (1) apprentice for the first four (4) skilled employees, and one (1) additional apprentice for every eight (8) additional skilled employees, except where agreed to by the Committee.

IX. Discipline

The Company shall have the right to discipline an apprentice and cancel the apprenticeship Agreement of the apprentice at any time for cause.

X. Wages

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages to be not less than the following:

	<u>% of Skilled Wage Rate</u>		
	<u>Hours of Apprenticeship</u>		
	6,000	8,320	10,400
1st 1,040 hrs	70%	65%	65%
2nd 1,040 hrs	75%	65%	65%
3rd 1,040 hrs	80%	65%	65%
4th 1,040 hrs	85%	70%	65%
5th 1,040 hrs	90%	80%	70%
6th 1,040 hrs (800 hrs)	95%	85%	75%
7th 1,040 hrs		90%	80%
8th 1,040 hrs		95%	85%
9th 1,040 hrs			90%
10th 1,040 hrs			95%

The Company shall pay, on behalf of the apprentices, for books, registration fees, and/or tuition required in connection with related instruction under the apprentice program. The books will become the property of the apprentice upon completion of the course.

Apprentices who are given credit for previous experience shall be paid, upon signing the apprenticeship Agreement, the wage rate for the period to which such credit advances them.

When an apprentice has completed the required hours of training, he/she is to receive the wage paid the skilled employee in the classification to which he/she is regularly assigned, after approval of his/her completion of training by the apprenticeship committee.

XI. Periodic Evaluation

Before each period of advancement or at any time that is determined by the employer, the apprentice will be evaluated on job performance by the trade Supervisor. If an apprentice's evaluation shows that he/she is not qualified for advancement, he/she may be required to repeat a specified process or series of processes; and if he/she shows that he/she does not have the ability to become competent in the trade, the apprenticeship Agreement may be terminated by the company

XII. Related Instruction and School Requirements

A. Provision for classroom instruction of apprentices.

Each apprentice shall attend related instruction in accordance to instructions by the Company. The apprentice shall successfully complete an approved course of instruction in subjects related to the trade. The apprentice shall attend related instruction classes in accordance with the schedule for that trade followed by the area vocational assigned. The minimum number of hours completed shall be not less than 400 hours nor more than 576 hours. The employer shall pay for the time the apprentice is receiving related instruction in lieu of straight time hours worked, at the apprentice's regular straight time rate. School attendance shall be counted as hours of work.

B. Enforcement of school requirements.

In case of failure on the part of an apprentice to fulfill the obligation as to classroom attendance and learning requirements, the Company on the recommendation of the Apprenticeship Committee may suspend or revoke the apprenticeship Agreement.

- C. All apprentices shall successfully complete the number of hours required for the Standard Red Cross First Aid and Personal Safety Certificate. The employer shall pay for the time spent at the apprentice's regular straight time rate.

XIII. Consultants

The Apprenticeship Committee may request interested agencies or organizations to designate a representative to serve as a consultant. Consultants will be asked to participate without vote in conferences on special problems related to apprenticeship training which affects the agencies they represent. The training manager of the Company shall be considered a consultant on all apprenticeship matters.

XIV. Seniority

Seniority for apprentices shall be defined as the time spent enrolled in the apprenticeship program.

It is understood that apprentices have seniority only among apprentices in that same trade and plant, and cannot exercise plant-wide seniority while enrolled in the apprenticeship program.

For purposes of layoff and recall only, seniority for all apprentices will begin on date he/she is awarded the apprenticeship opening. The above will apply to all apprenticeship openings filled after June 16, 1980.

Upon satisfactory completion of the apprenticeship program, the employee's seniority shall date back to the last date of hire with the Company.

After completion of the Apprenticeship

training periods, placement of the new graduate journeyman will be in accordance with the Job Biddings Procedure Article XII of the current Labor Agreement.

XV. Continuity of Employment

If an apprentice is temporarily laid off from the apprenticeship program due to business conditions, he/she shall be laid off according to seniority over other apprentices in the same classification and shall be reinstalled, if available, on the same basis before any additional apprentices are employed.

It is understood that if reductions in the work force in the Apprenticeable trades are necessary, apprentices will be laid off before any skilled employees.

It is understood that an apprentice who is temporarily laid off can exercise his/her plant-wide seniority in accordance with Article XI of the Bargaining Agreement.

XVI. Certificate of Apprenticeship

The employer agrees to request the Registration Agency to issue a Certificate of Apprenticeship to the apprentice upon satisfactory completion of apprenticeship in accordance with the standards covered herein.

XVII. Notification to Registration Agency

The Company shall notify the Registration Agency of all cancellations, suspensions, reinstatements, and completion's of apprenticeship.

XVIII. Maintenance of Records

The Company shall keep records of apprentice selection, job assignment, promotion, demotion, layoff or termination, rates of pay, and other such information that will aid in the successful operation of the program. All records shall be maintained for a period of at least five (5) years.

XIX. Accident Prevention

Apprentices shall receive instruction in accident prevention and safe working habits during their entire term of apprenticeship. Such instruction

shall be coordinated with the actual work being performed on the job and the tools and equipment being used. Safety standards shall conform with the Occupational Safety and Health Act regulations.

XX. State and Federal Laws

The sponsor of these standards of Apprenticeship certify that they are in full conformance with all applicable Federal and State laws and regulations.

XXI. Adjusting Differences

In cases of difference between the employer and the Apprentice relative to the Apprenticeship Program, if such differences cannot satisfactorily be settled between the parties, it shall be mandatory to bring them before the Joint Apprenticeship Committee.

The Joint Apprenticeship Committee will evaluate and determine when an employee is ineligible for progression to a higher classification or subject to suspension or termination from the program. The evaluation will be based upon the normal job requirements in each plant, in each specific classification, and as a guide, the criteria used by the State Apprenticeship Commission will be used where applicable.

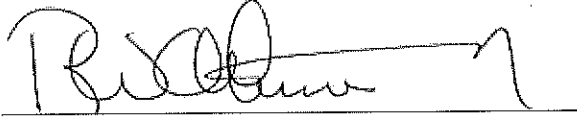
Should a dispute arise concerning the Standards of Apprenticeship that cannot be resolved by the Joint Apprenticeship Committee, an impartial arbitrator selected by agreement between the Company and the Union from a panel of five (5) of the teaching staff of the Vocational Schools and/or Technical Institutes in the State, will settle the dispute. The decision of the arbitrator shall be final and binding to both parties.

XVII. These standards may be modified as necessary to suit changing conditions. The Registration Agency should be advised of any modifications. Such modifications shall not alter apprenticeship Agreements in effect at the time of such change without the express consent of parties to such agreement.

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This Agreement signed this 22nd day of October, 2009,
is effective the 30th day of August, 2009.

Mercury Marine - Signed By



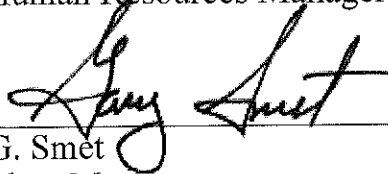
R. Atchinson
Vice President, Human Resources



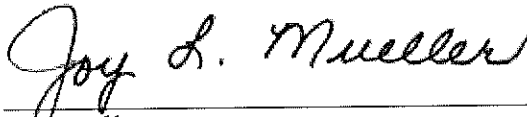
M. Biznek
Director, Manufacturing Strategy



D. Kudek
Human Resources Manager

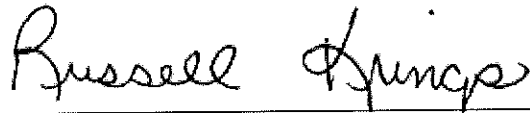


G. Smet
Plant Manager



J. Mueller
Human Resources Manager

District #10, I.A.M.A.W., Lodge 1947 - Signed by:



R. Krings
Business Representative

M. Zillges
Lodge 1947 President

District #10, I.A.M.A.W., Lodge 1947 - Signed by:

D. Longsine
Lodge 1947 Coordinator

K. Joseph
Plant 4 Negotiator

W. Waldschmidt
Plant 15 Negotiator

T. Humleker
Plant 3 Negotiator

R. Chase
Plant 24 Negotiator

S. Nowland
Plant 98 Negotiator

H. Lemke
Plant 95 Negotiator

K. Malson
Plant 17 Negotiator

Retirement Incentives

The Company offers a cash-only incentive of \$25,000 to any active or inactive employee with at least 25 years of service who retires or voluntarily separates from the Company terminating their seniority and recall rights before December 15, 2009. Any such retirement would be subject to the benefits and conditions of the retirement plan in the current Agreement. Voluntary separations shall not be deemed a retirement for purposes of this Agreement.

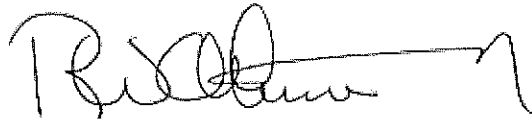
1. The Company offers a cash-only voluntary separation payment in accordance with the schedule below to any active or inactive employee who voluntarily separates from the Company terminating their seniority and recall rights before December 15, 2009

Length of Service	Incentive
20 years and less than 25 years	\$20,000
10 years and less than 20 years	\$10,000
0 years and less than 10 years	\$5,000

2. Applications for these incentives must be received by HR no later than October 16, 2009. Years of service for all applicants will be calculated as of that date. Separations must occur before December 15, 2009.
3. Such voluntary separations and retirements will terminate seniority and recall rights but do not limit an employee who receives such incentive from applying for new employment at any time. Such application and / or hire will not in any case result in bridging their seniority.

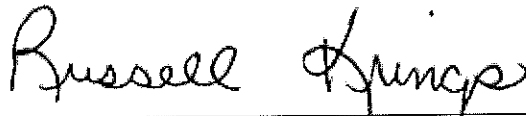
This Agreement signed this 22nd day of October, 2009,
is effective the 30th day of August, 2009.

Mercury Marine - Signed By



R. Atchinson
Vice President, Human Resources

District #10, I.A.M.A.W., Lodge 1947 - Signed by:



R. Krings
Business Representative

M. Zillges
Lodge 1947 President

D. Longsine
Lodge 1947 Coordinator

Company Statement on Bargaining Unit Employment

In the case that Mercury and the IAM Local Lodge 1947 can reach and ratify a seven year Agreement, the Company is prepared to:

1. Keep bargaining unit work that is currently being performed in Fond du Lac in Fond du Lac;
2. Over time, move casting and machining work currently performed in other under-utilized facilities to Fond du Lac;
3. Over time, move inboard and sterndrive engine marinization of base engines produced by GM in the U.S. to Fond du Lac; and
4. Over time, move the manufacturing and assembling of certain drives to Fond du Lac.

It is reasonably foreseeable that these actions could lead to bargaining unit employment levels of 1400 to 1600 jobs within the seven year term of such Agreement

Mercury Marine - Signed By



R. Atchinson
Vice President, Human Resources